

WILMAR INVESTMENT HOLDINGS PTE. LTD.

(Singapore Company No: 201221334H)

56, Neil Road, Singapore 088830

To:
The Chairman
Myanmar Investment Commission

Date: ~~5. April~~ 5th April 2017

Subject: Application for the permission to make an investment and the granting of tax exemptions and reliefs in accordance with the Myanmar Investment Law.

1. Our company, Wilmar Investment Holdings Pte. Ltd. ("WIH") hereby respectfully applies for permission to make an investment through our subsidiary Wilmar Myanmar Logistics Limited ("WMLL") in the Republic of the Union of Myanmar in accordance with the Myanmar Investment Law. It is intended that WMLL will be incorporated under the laws of the Republic of the Union of Myanmar.
2. Wilmar International Limited ("Wilmar"), our holding company and the intended ultimate holding company of WMLL, is a company incorporated and existing under the laws of Singapore. Wilmar, founded in 1991 and headquartered in Singapore, is today a known leader Asia's agribusiness sector. Wilmar is ranked amongst the largest listed companies by market capitalisation on the Singapore Exchange. Wilmar is also a Fortune 500 company and has been ranked first in the food production industry in the 2013 FORTUNE World's Most Admired Companies. Wilmar's business activities include oil palm cultivation, oilseeds crushing, edible oils refining, sugar milling and refining, specialty fats, oleochemicals, biodiesel and fertilisers manufacturing as well as flour and rice milling.
3. WIH, through WMLL, is desirous to invest in the construction and operation of modern edible oil tanks, terminals, warehouses and other storage facilities with associated utility buildings ("Project") on 26,800 square meters (approximately 6.62 acres) (the "Project Land") of Thilawa Port Area plots no. 20 and 21 (comprising of 74.1308 acres) and the parcel of land of 26 acres adjoining Thilawa Port Area plots no. 21 and 22, and also to provide logistic services in connection therewith. The Project Land is located at Yangon Division, Thilawa Port Area, that is currently leased by Wilmar Myanmar Port Terminals (Thilawa) Limited ("WMP TTL") from the Myanma Port Authority ("MPA") pursuant to a Land Lease Agreement dated 21 December 2014 which lease has already approved by the Myanmar Investment Commission. In this regard, WMP TTL has already received an investment permit from the Myanmar Investment Commission under Permit No. 729/2014. This new edible oil tanks and terminals project is intended to have a storage capacity of 24,000 metric tons.

4. It is intended that WMLL will enter into a Sub-Lease Agreement with WMPTTL for the sub-lease of the Project Land for a period of 50 (fifty) years, and with the approval of the MIC, WMLL and WMPTTL may extend the said sub-lease period for an additional 2 (two) further 10 (ten) year terms for a total sub-lease period of 70 (seventy) years.
5. WMLL will invest in the construction and operation of modern edible oil tanks and terminals which will be equipped with a nitrogen blanketing system. With this system, WMLL will be able to receive and maintain in storage high quality and safe edible oils products, in a manner which comply with international standards. This will also contribute towards providing traceable edible oils for safe consumption by the people of Myanmar. WMLL will employ approximately 30 people with deliberate minimization of the employment of expatriates from the outset of the Project. WMLL will provide a conducive working environment and learning opportunities for local employees.
6. In spite of our core strengths, we are well aware of the importance of local on-the-ground knowledge. As such, for the Project, we will work with Value Supplies Trading Company Limited, a Myanmar registered private limited company which is 100% owned by Myanmar nationals (Mr. Than Myint @ Khaw Tin Eain, Mr. Tee Kar Kway @ Maung Kyay and Mr. Myint Maw) to leverage on their local knowledge and connections, in particular their deep knowledge and extensive local experience in logistics and distribution.
7. WIH will be making a 80% (Eighty Per Cent) foreign investment of US\$ 5.5976 million (United States Dollars Five Million Five Hundred Ninety Seven Thousand and Six Hundred) for the Project, with Value Supplies Trading Company Limited making the balance of 20% (Twenty Per Cent) local investment of US\$1.3994 million (United States Dollars One Million Three Hundred Ninety-Nine Thousand and Four Hundred) in accordance with the Republic of the Union of Myanmar, Myanmar Investment Law.
8. We attach herewith a set of supporting documentation for the investment permit application and the related granting of tax exemptions and reliefs, details of which are as follows:

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Annex I

**Proposal Form of the Investor/Promoter for the investment to be made in the
Republic of the Union of Myanmar (Form 2)**

Form (2)

**Proposal Form for the investment to be made
in the Republic of the Union of Myanmar**

To,

Chairman

Myanmar Investment Commission

Reference No.

Date.

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Section 36 of the Myanmar Investment Law by furnishing the following particulars:-

1. The Investor's:-

(a) Name

Wilmar Investment Holdings Pte. Ltd. ("WIH") represented by Mr. Thomas Joseph Lim Kim Guan (Lin Qinyuan)

(b) Father's name

Not Applicable

(c) ID No. / National Registration Card No. / Passport No.

Company Registration No. 201221334H

(d) Citizenship

Incorporated in Singapore

(e) Address:

(i) Address in Myanmar

Not applicable

(ii) Residence abroad

56 Neil Road, Singapore 088830

(f) Phone/ Fax:

Phone: +65 6216 0244 / Fax: +65 6536 2192

(g) E-mail address:

legal@wilmar.com.sg

(h) Name of principal organization

Wilmar International Limited (being the ultimate holding company)

(i) Type of business

Investment Holding

- (j) Principal Company's Address:

56 Neil Road, Singapore 088830

2 If the investment business is formed under joint venture, partner's:-

- (a) Name

Value Supplies Company Limited ("Value Supplies"), represented by U Myint Maw of No.403, KhaYayMyaing Street, 23 Ward, Thuwuna, ThinGanGyun Township, Yangon, Myanmar.

- (b) Father's name

Not Applicable

- (c) ID No. / National Registration Card No. / Passport No.

2129 of 2015 – 2016 (YGN)

- (d) Citizenship

Incorporated under the laws of Myanmar

- (e) Address:

- (i) Address in Myanmar

No. 36, Thein Phyu Road, Pazundaung Township, Yangon, Myanmar

- (ii) Residence abroad

Not Applicable

- (f) Parent company

Not Applicable

- (g) Parent company's address

Not Applicable

Note: The following documents need to be attached according to the above paragraph (1) and (2):-

- (1) Company registration certificate (Copy);

Annex II: (a) Notarised and legalized copies of the certificate of incorporation and the memorandum and articles of association of WIH; (b) Copy of the company registration certificate and memorandum and articles of association of Value Supplies

- (2) National Registration Card (Copy) and passport (Copy);

Annex III: Copies of passport/NRC of directors of each of WIH and Value Supplies and their respective representatives

- (3) Evidence about the business and financial conditions of the participants of the proposed investment business;

Annex IV: Business Profiles of Corporate Shareholders

Annex V: Support Letter from bank in respect of the group of companies to which WIH belongs (“Wilmar Group”) and Bank Statements of Value Supplies

Annex VI: Audited Financial Statements of Wilmar International Limited and WIH for Financial Years 2014, 2015 and 2016; and Audited Financial Statements of Value Supplies for Financial Year 2015-2016 and explanation letter for unavailability of Audited Financial Statements for Financial Year 2016-2017

3. If the investor don't apply for permission to make investment by himself/herself, the applicant;

(a) Name

Not Applicable

(b) Name of Contact Person

(if applicant is business organization)

Not Applicable

Remark: To submit the official letter of legal representative as attachment

(c) ID No. / National Registration Card No./ Passport No.

Not Applicable

(d) Citizenship

Not Applicable

(e) Address in Myanmar:

Not Applicable

(f) Phone/ Fax:

Not Applicable

(g) E-mail:

Not Applicable

4. Type of proposed investment business:

Construction and operation of storage tanks, terminals, warehouses and other storage facilities for edible oils and its related products

စားသုံးဆီများ နှင့် ၎င်း၏ ဆက်စပ် ထုတ်ကုန်များအတွက် သိုလှောင်ကန်များ၊ ပို့ဆောင်သယ်ယူရန် သိုလှောင်ရုံများ၊ ကုန်စည်သိုလှောင်ရုံများ နှင့် အခြားသော သိုလှောင်မှုအထောက်အပံ့များကို ဆောက်လုပ်ခြင်းနှင့် လုပ်ငန်းလည်ပတ်ခြင်း။

Other business as more particularly set out in the memorandum and articles of association of the Company

5. Type of business organization to be formed:-

○ One Hundred Percent

Not Applicable

○ Joint Venture (To attach the draft of JV agreement)

80% of shareholding by WIH and 20% of shareholding by Value Supplies

Please refer to Annex VII for Joint Venture Agreement (Draft)

- Type of Contractual basis (To attach contract (agreement) draft)
Not Applicable

6. List of shareholders

No	Name of Shareholder	Citizenship	Share Percentage
1.	<i>Wilmar Investment Holdings Pte. Ltd.</i>	<i>Incorporated in Singapore</i>	<i>80%</i>
2.	<i>Value Supplies Company Limited</i>	<i>Incorporated in Myanmar</i>	<i>20%</i>

7. Particulars of Company Incorporation

(a) Authorized capital

USD 20,000,000, with issued share capital of USD 2,099,100 (in equity), to be issued to WIH and Value Supplies in the share ratio of 80:20. .

(b) Type of share

Ordinary Shares with par value of USD 10 per share.

(c) Number of shares

209,910 ordinary shares of USD 10 each, of which 167,928 ordinary shares will be held by WIH and 41,982 ordinary shares will be held by Value Supplies.

Note: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 7.

Please refer to Annex VIII for Memorandum of Association and Articles of Association (draft).

8. Particulars of Paid-up Capital of the investment business

(a) Amount /percentage of local capital to be contributed *USD 0.419820 million / 20%*

(b) Amount /percentage of foreign capital to be brought in *USD 1.67928 million / 80%*

*Loan to be taken onshore (in equivalent Kyats) *USD 4.8979 million*

Total ***USD 6.997 million***

(c) Annually or period of proposed capital to be brought in
Spread over a period of 12 months from the issuance of the investment permit (“MIC permit”) by the Myanmar Investment Commission (“MIC”).

Each of WIH and Value Supplies will contribute cash in the amounts of USD 1,679,280 and USD 419,820 respectively.

The Company shall further obtain onshore loans in the total amount of USD 4,897,900.

Please refer to Annex IX - Investment Programme (in cash, in kind, loan); and Annex X – Financial Feasibility Study

- (d) Value/ Amount of investment

USD 6.997 million

- (e) Investment Period

*Fifty (50) years commencing from the date on which the lease agreement between Myanma Port Authority and Myanmar Port Terminals (Thilawa) Limited (“**Head Lease**”) commences as specified under the Head Lease with an option to extend for two (2) further ten (10) year terms with the approval of the MIC. By way of clarification, Myanmar Port Terminals (Thilawa) Limited was issued Permit No. 729/2014 by the Myanmar Investment Commission, and the Head Lease has been approved by the Myanmar Investment Commission. For purposes of the current investment, Myanmar Port Terminals (Thilawa) Limited will sub-lease 6.622 acres of the total 74.1308 acres of land obtained under the Head Lease to Wilmar Myanmar Logistics Limited for the same duration as the Head Lease.*

- (e) Construction/ Preparation period

Twelve (12) months from the date of issuance of the MIC permit, Certificate of Incorporation and Form of Permit issued by the Company Registration Office of Directorate of Investment and Company Administration, and after obtaining all other relevant licences to commence construction

Note: Describe with annexure if it is required for the specific condition in regard to the above Paragraph 8 (e).

9. Detailed list of foreign capital to be brought in –

		USD Equivalent			Kyat Equivalent
		Total	Equity in USD	Loan in equivalent Kyat	Total
(a)	Foreign currency (Type and value)	1,679,280	1,679,280	Nil	2,300,613,600
(b)	Machinery and equipment and Value (to enclose detailed list)		Nil	Nil	Nil
(c)	The value of initial raw materials and other similar materials (to		Nil	Nil	Nil

	enclose detail list)				
(d)	Value of license, intellectual property, industrial design, trade mark, patent, etc.		Nil	Nil	Nil
(e)	Value of technical know-how		Nil	Nil	Nil
(f)	Others (eg: Construction materials)		Nil	Nil	Nil

Exchange Rate: USD 1 = Kyat 1,370

Remark: The evidence of permission shall be submitted for the above paragraph 9(d) and (e).

10. Details of local capital to be contributed –

		USD Equivalent			Kyat Equivalent
		Total	Equity in USD	Loan in equivalent Kyat	Total
(a)	Amount	419,820	419,820	Nil	575,153,400
(b)	Value of machinery and equipment (to enclose the detailed list)	Nil	Nil	Nil	Nil
(c)	Value or Rental rate of land and buildings	Nil	Nil	Nil	Nil
(d)	Cost of building construction	Nil	Nil	Nil	Nil
(e)	Value of furniture and assets (to enclose detailed list)	Nil	Nil	Nil	Nil
(f)	Value of initial raw material (to enclose the detailed list)	Nil	Nil	Nil	Nil
(g)	Others	Nil	Nil	Nil	Nil

11. Particulars of Loans-

- Loan (Local)

Kyat(s) - USD 4.8979 million (in equivalent Kyats)

US\$ - Not Applicable

- Loan (abroad) *Not Applicable*

US\$ - Not Applicable

12. Particulars about the Investment Business-

- (a) Investment location(s)/place

Plots No. 20 & 21 and the parcel of land adjoining plots No. 21 and 22, Yangon Region, Thilawa Port Area

(b) Type and area requirement for land or land and building

(i) Location

Plots No. 20 & 21 and the parcel of land adjoining plots No. 21 and 22, Yangon Region, Thilawa Port Area

(ii) Area and number of land/building

26,800 square metres or 6.622 acres in equivalent

(iii) Owner of the land

(aa) Name/company/department

Lessor: Myanmar Port Authority

Lessee: Wilmar Myanmar Port Terminals (Thilawa) Limited

(bb) National Registration Card No

Lessor: Not Applicable

Lessee: Certificate of Incorporation No. 797 FC / 2013-2014 dated 16th January 2014

Permit No. 729/2014 dated 18th December 2014

(cc) Address

Lessor: 10 Pansodan Street, Kyauktada Township, Yangon 11182

Lessee: Plot No. 20 & 21, Thilawa Port Development Zone, Kyauktan Township, Yangon, Myanmar

(iv) Type of land

Port land leased by Wilmar Myanmar Port Terminals (Thilawa) Limited from Myanmar Port Authority of 10 Pansodan Street, Kyauktada Township, Yangon 11182

(v) Period of land lease contract

Fifty (50) years with an option to extend for two (2) further ten (10) year terms with the approval of the MIC

(vi) Lease period

*Fifty (50) years commencing from the date on which the lease agreement between Myanmar Port Authority and Myanmar Port Terminals (Thilawa) Limited ("**Head Lease**") commences as specified under the Head Lease with an option to extend for two (2) further ten (10) year terms with the approval of the MIC. By way of clarification, Myanmar Port Terminals (Thilawa) Limited was issued Permit No. 729/2014 by the Myanmar Investment Commission, and the Head Lease has been approved by the Myanmar Investment Commission. For purposes of the current investment, Myanmar Port Terminals (Thilawa) Limited will sub-lease*

6.622 acres of the total 74.1308 acres of land obtained under the Head Lease to Wilmar Myanmar Logistics Limited for the same duration as the Head Lease.

(vii) Lease rate

(aa) Land

USD 5.00 per square metre per year or approximately USD 0.4166 per square metre per month

USD 37.05 per acre per year or approximately USD3.0875 per acre per month

(bb) Building

Not Applicable

(viii) Ward

Not Applicable

(ix) Township

Kyauktan Township

(x) State/Region

Yangon

(xi) Lessee

(aa) Name/Name of Company/Department

Wilmar Myanmar Logistics Limited

(bb) Father's name

Not Applicable

(cc) Citizenship

To be incorporated under the laws of the Republic of the Union of Myanmar

(dd) ID No./Passport No

Not Applicable

(ee) Residence Address

Plot No. 20 & 21, Thilawa Port Development Zone, Kyauktan Township, Yangon, Myanmar

Note:

The following documents have to be enclosed for above Paragraph 12(b)

(i) to enclose land ownership and ownership evidences (except industrial zone) and land map;

Please refer to Annex XI: Build-Operate-Transfer Contract; Annex XII: Land Lease Agreement; and Annex XIII: Maps / Drawings of the Project

(ii) land lease agreement (draft);

Please refer to Annex XIV: Sub-Lease Agreement (Draft)

- (c) Requirement of building to be constructed;
 - (i) Type/number of building
19 unit of Edible Oil Storage Tanks
 - (ii) Area
26,800 square metres or 6.622 acres in equivalent
- (d) Annual products to be produced / Services
Not applicable
- (e) Annual electricity requirement
960,000 kWh (Annually Average)
- (f) Annual requirement of water supply
2,250 cubic meter (6.164 cubic meter per day)

Please refer to Annex XV– Projected Utility Consumption Fuel, Electricity and Water

13. Detailed information about financial standing –

- (a) Name /company's name
 - (1) WIH (with Wilmar International Limited as its ultimate parent company)*
(Note: Per Annex V (Support Letter from bank for the Wilmar Group which confirms that Wilmar Group is a long-time business partner of the bank and will be able to provide the financial resources required to contribute to the capital of the Company. The relevant financial documents of WIH required for this application will thus be supplemented with relevant financial documents of Wilmar Group, specifically, Wilmar International Limited.))
 - (2) Value Supplies Company Limited*
- (b) ID No./ National Registration Card No./Passport No.
 - (1) Wilmar International Limited: 199904785Z / Wilmar Investment Holdings Pte. Ltd.: 201221334H*
 - (2) Value Supplies Company Limited: 2129 of 2015-2016 (YGN)*
- (c) Bank Account No.
 - (1) Wilmar International Limited:*
SGD Current Account No: 003 910 310 7
DBS Bank, 12 Marina Boulevard #12-01
DBS Asia Centre, Marina Bay Financial Centre Tower 3, Singapore 018982
(Please see our above comment under item 13(a)(1).)
 - (2) Value Supplies Company Limited :*
MMK Saving Account No: 061-503-06101034301
Kanbawza Bank Limited (BaHoSi)

No.770-774, Corner of Bogyoke Aung San Rd. and Phoe Yarzar Rd., Lanadaw Township, Yangon, Myanmar.

Remark: To enclose bank statement from resident country or annual audit report of the principal company with regard to the above paragraph 13.

Annex V: Support Letter from bank in respect of Wilmar International Limited which is being the ultimate holding company ("Wilmar Group") and Bank Statements of Value Supplies

Annex VI: Audited Financial Statements of Wilmar International Limited and WIH for Financial Years 2014, 2015 and 2016; and Audited Financial Statements of Value Supplies for Financial Year 2015-2016 and explanation letter for unavailability of Audited Financial Statements for Financial Year 2016-2017

14. List of Employment:

Item	Designation/Rank	Citizen	Foreign	Total
a	Senior management (Managers, senior officials)	-	-	-
b	Other management level (Except from senior management)	2	-	2
c	Professionals	5	-	5
d	Technicians	4	-	4
e	Advisors	-	-	-
f	Skilled Labour	8		8
g	Workers	9		9
Total		28	-	28

Please refer to Annex XVI – List of Local and Expatriate Personnel

The following information shall be enclosed:-

- (i) Social security and welfare arrangement for all employees;

Please refer to Annex XVII – Social & Welfare Plan

- (ii) Evaluation of environmental impact arrangements

Please refer to Annex XVIII – Evaluation of Environment and Social Impacts and Annex XIX – Fire Protection Plan.

15 Describe whether other applications are being submitted together with the Proposal or not:

- Land Rights Authorization Application
Please refer to Annex XX – Land Rights Authorisation Application
- Tax Incentive Application
Please refer to Annex XXI– Tax Incentive Application

16 Describe with annexure the summary of proposed investment.

Please refer to Annex XXII – Summary of Proposed Investment

Signature of the applicant

Name: Mr. Thomas Joseph Lim Kim Guan
(Lin Qinyuan)

Title: Director

Department/ Company (Seal/Stamp)

Wilmar Investment Holdings Pte. Ltd.

Date:-----

Summary of Proposed Investment (Rule 38)

1. Please describe any other person who has a significant indirect interest in the investment.
 - (a) Please describe an Enterprise or individual who are entitled to possess more than 10% of the profit distribution:

through Wilmar Investment Holdings Pte. Ltd. ("WIH"):

 - (1) Name
Wilmar International Limited (being the ultimate holding company)
 - (2) Address
56 Neil Road, Singapore 088830
 - (3) Company Registration No.
199904785Z
 - (b) If there is directly participated Subsidiary in carrying out the proposed investment, please describe the name of that companies;
 - (1) *Not Applicable*
 2. The principal location or locations of the investment
Plots No. 20 & 21 and the parcel of land adjoining plots No. 21 and 22, Yangon Region, Thilawa Port Area
 3. A description of the sector in which the investment is to be made and the activities and operations to be conducted:
Construction and operation of storage tanks, terminals, warehouses and other storage facilities for edible oils and its related products
 4. The proposed amount of the investment (in Kyat and US\$)
 - (a) Amount /percentage of local capital *USD 0.419820 million/Kyats 575,153,400*
to be contributed
 - (b) Amount /percentage of foreign capital *USD 1.67928 million/Kyats 2,300,613,600*
to be brought in
**Loan to be taken onshore (in equivalent Kyats) USD 4.8979 million/Kyats 6,710,123,000*
- | | |
|--------------|--|
| Total | USD 6.997 million / Kyats 9,585,890,000 |
|--------------|--|

Exchange Rate: USD 1 = Kyat 1,370

5. A description of the plan for the implementation of the investment including expected timeline:
 - (a) Construction or Preparatory Period (Describe MM/YY)
Twelve (12) months from the date of issuance of the MIC permit.
 - (b) Commercial Operation Date (Describe MM/YY)
Within 30 days after the end of Construction Period
6. Number of employees to be appointed:
 - (a) Local (28) number (100) %
 - (b) Foreign (Expert/Technicians) *Not Applicable*
7. Please specify the detailed list of foreign capital (Capital in-Cash and Capital in- Kinds) in Kyat and US\$:
 - (a) Capital in-cash to be brought in- *1.67928 million/Kyats 2,300,613,600*
Exchange Rate: USD 1 = Kyat 1,370
 - (b) Capital in-kind to be brought in- *Not Applicable*

Note: The investor may request the Commission to refrain from publishing commercial-in-confidential information of its investment.

We request the Commission to refrain from publishing commercial-in-confidential information of our investment.

Undertaking

I/ We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief.

I/We fully understand that proposal may be denied or unnecessarily delayed if the applicant fails to provide required information to access by Commission for issuance of permit.

I/We hereby declare to strictly comply with terms and conditions set out by the Myanmar Investment Commission.

Signature of the applicant

Name: Mr. Thomas Joseph Lim Kim Guan
(Lin Qinyuan)

Title: Director

Department/ Company (Seal/Stamp)

Wilmar Investment Holdings Pte. Ltd.

Date:-----

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်းရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန်

ရင်းနှီးမြှုပ်နှံသူ၏အဆိုပြုချက်

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊

ရက်စွဲ၊ ၂၀

ခုနှစ်၊

လ၊

ရက်

ကျွန်တော်/ ကျွန်မသည်မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၃၆နှင့် အညီ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် အတွင်း ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုပါသဖြင့် ခွင့်ပြုပါရန် အောက်ပါအချက်အလက်များကိုဖော်ပြ၍ လျှောက်ထား အပ်ပါသည်။

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည်

Mr. Thomas Joseph Lim Kim Guan (Lin Qinyuan) မှ ကိုယ်စားပြုသော Wilmar Investment Holdings Pte. Ltd. (“WIH

(ခ) အဖအမည်

သက်ဆိုင်မှု မရှိပါ။

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ နိုင်ငံကူးလက်မှတ်အမှတ်

ကုမ္ပဏီမှတ်ပုံတင်အမှတ် No. 201221334H

(ဃ) နိုင်ငံသား

စင်ကာပူနိုင်ငံတွင်တည်ထောင်သည်။

(င) နေရပ်လိပ်စာ။

(၁) ပြည်တွင်း

သက်ဆိုင်မှု မရှိပါ။

(၂) ပြည်ပ

56 Neil Road, Singapore 088830

(စ) တယ်လီဖုန်း/ ဖက်စ်

+၆၅ ၆၂၁၆ ၀၂၄၄/ ဖက်စ် +၆၅ ၆၅၃၆ ၂၁၉၂။

(ဆ) အီးမေးလ်လိပ်စာ

legal@wilmar.com.sg

(ဇ) ပင်မကုမ္ပဏီအမည်

Wilmar International Limited

(ဈ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ

56 Neil Road, Singapore 088830

(ည) လုပ်ငန်းအမျိုးအစား

ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း

၂။ ဖက်စပ်ပြုလုပ်၍ရင်းနှီးမြှုပ်နှံလိုပါကရင်းနှီးမြှုပ်နှံသူနှင့်ဖက်စပ်ပြုလုပ်မည့်သူများ၏

(က) အမည်

အမှတ် ၄၀၃၊ ခရေမြိုင်လမ်း၊ ၂၃ရပ်ကွက်၊ သာဏှာ၊ သင်္ကန်းကျွန်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်တွင်နေထိုင်သော ဦးမြင့်မော် မှ ကိုယ်စားပြုသည့် Value Supplies Company Limited (“**Value Supplies**”)

(ခ) အဖအမည်

သက်ဆိုင်မှု မရှိပါ။

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ နိုင်ငံကူးလက်မှတ်အမှတ်

ကုမ္ပဏီမှတ်ပုံတင်အမှတ် 2129 of 2015-2016 (YGN)

(ဃ) နိုင်ငံသား

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်၏ဥပဒေများအရ တည်ထောင်ထားပါသည်။

(င) နေရပ်လိပ်စာ။

(၁) ပြည်တွင်း

အမှတ် ၃၆၊ သိမ်ဖြူလမ်း၊ ပုဇွန်တောင်မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်။

(၂) ပြည်ပ

သက်ဆိုင်မှု မရှိပါ။

(စ) ပင်မကုမ္ပဏီအမည်

သက်ဆိုင်မှု မရှိပါ။

(ဆ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ

သက်ဆိုင်မှု မရှိပါ။

မှတ်ချက်။ အထက်အပိုဒ် ၁၊ ၂၊ တို့နှင့် စပ်လျဉ်း၍အောက်ပါအချက်များကိုပူးတွဲတင်ပြရန်

(၁) ကုမ္ပဏီမှတ်ပုံတင် အထောက်အထားများ (မိတ္တူ)

Annex II: (a) Notarised and legalized copies of the certificate of incorporation and the memorandum and articles of association of WIH နှင့် (b) Copy of the company registration certificate and memorandum and articles of association of Value Supplies

(၂) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် (မိတ္တူ)/ နိုင်ငံကူးလက်မှတ်(မိတ္တူ)

Annex III: Copies of passport/NRC of directors of each of WIH and Value Supplies and their respective representatives

(၃) အဆိုပြုလုပ်ငန်းတွင်ပါဝင်လိုသူများ၏ လုပ်ငန်းပိုင်းနှင့် ငွေရေးကြေးရေး ဆိုင်ရာ အထောက်အထားများ-

Annex IV: Business Profiles of Corporate Shareholders

Annex V: Support Letter from bank in respect of Wilmar International Limited which is being the ultimate holding company ("Wilmar Group") and Bank Statements of Value Supplies

Annex VI: Audited Financial Statements of Wilmar International Limited and WIH for Financial Years 2014 and 2015 and 2016; and Audited Financial Statements of Value Supplies for Financial Year 2015-2016 and explanation letter for unavailability of Audited Financial Statements for Financial Year 2016-2017

၃။ ရင်နှီးမြှုပ်နှံသူကိုယ်တိုင်လျှောက်ထားခြင်းမဟုတ်ပါကလျှောက်ထားသူ၏

(က) အမည်

သက်ဆိုင်မှု မရှိပါ။

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် (လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက)

သက်ဆိုင်မှု မရှိပါ။

မှတ်ချက်။ တရားဝင်ကိုယ်စားလှယ်လွှဲစာပူးတွဲတင်ပြရန်၊

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် / နိုင်ငံကူးလက်မှတ်အမှတ်

သက်ဆိုင်မှု မရှိပါ။

(ဃ) နိုင်ငံသား

သက်ဆိုင်မှု မရှိပါ။

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့်နေရပ်လိပ်စာ

သက်ဆိုင်မှု မရှိပါ။

(စ) တယ်လီဖုန်း/ ဖက်စ်

သက်ဆိုင်မှု မရှိပါ။

(ဆ) အီးမေးလ်လိပ်စာ

သက်ဆိုင်မှု မရှိပါ။

၄။ ရင်းနှီးမြှုပ်နှံ ပြုလုပ်လိုသည့်လုပ်ငန်းအမျိုးအစား

စားသုံးဆီများ နှင့် ၎င်း၏ ဆက်စပ် ထုတ်ကုန်များအတွက် သိုလှောင်ကန်များ၊ ပို့ဆောင်သယ်ယူရန် သိုလှောင်ရုံများ၊ ကုန်စည်သိုလှောင်ရုံများ နှင့် အခြားသော သိုလှောင်မှုအထောက်အပံ့များကို ဆောက်လုပ်ခြင်းနှင့် လုပ်ငန်းလည်ပတ်ခြင်း။

ကုမ္ပဏီ၏သင်းဖွဲ့မှတ်တမ်းသင်းဖွဲ့စည်းမျဉ်းတွင်အခြားသောလုပ်ငန်းများအားပို၍အသေးစိတ်ဖော်ပြထားပါသည်။

၅။ ဖွဲ့စည်းမည့်စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဌာန်

○ ရာခိုင်နှုန်းပြည့်

သက်ဆိုင်မှု မရှိပါ။

○ ဖက်စပ်ပြုလုပ်ခြင်း (ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန်)

Wilmar Investment Holdings Pte. Ltd. မှအစုရှယ်ယာ ၈၀% နှင့် Value Supplies Company Limited မှအစုရှယ်ယာ ၂၀% ပါဝင်မည် ဖြစ်ပါသည်။ Annex VII - draft Joint Venture Agreement အား ကြည့်ရှုပါ။

○ အခြားသဘောတူညီချက်ပုံစံတစ်မျိုးမျိုးဖြင့်ဆောင်ရွက်ခြင်း (စာချုပ်မူကြမ်းတင်ပြရန်)

သက်ဆိုင်မှု မရှိပါ။

၆။ အစုရှယ်ယာရှင်များစာရင်း

စဉ်	အစုရှယ်ယာရှင်အမည်	နိုင်ငံသား	အစုရှယ်ယာပိုင်ဆိုင်မှု %
၁။	Wilmar Investment	စင်ကာပူနိုင်ငံတွင်တည်ထောင်သည်။	၈၀ %

	Limited		
၂။	Value Supplies Company Limited	မြန်မာနိုင်ငံတွင်တည်ထောင်သည်။	၂၀ %

၇။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့်သက်ဆိုင်သောအချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း

Wilmar Investment Holdings Pte. Ltd. နှင့် Value Supplies Company Limited တို့မှ ၈၀:၂၀ အချိုးဖြင့် ရှယ်ယာထည့်ဝင်မည့် အမေရိကန်ဒေါ်လာ ၂, ၀၉၉, ၁၀၀ အပါအဝင် အမေရိကန်ဒေါ်လာ ၂၀, ၀၀၀, ၀၀၀

(ခ) အစုရှယ်ယာအမျိုးအစား

အစုရှယ်ယာတစ်စုလျှင်အမေရိကန်ဒေါ်လာ ၁၀တန်ဖိုးရှိသော သာမန်အတန်းအစား အစုရှယ်ယာများ

(ဂ) အစုရှယ်ယာဝင်သူများကထည့်ဝင်မည့်အစုရှယ်ယာပမာဏ

အစုရှယ်ယာတစ်စုလျှင်အမေရိကန်ဒေါ်လာ ၁၀တန်ဖိုးရှိသော သာမန်အတန်းအစား အစုရှယ်ယာ စုစုပေါင်း ၂၀၉, ၉၁၀ တွင် Wilmar Investment Holdings Pte. Ltd. မှ အစုရှယ်ယာ ၁၆၇,၉၂၈ ရယူပြီး Value Supplies Company Limited မှ အစု ရှယ်ယာ ၄၁,၉၈၂ အား ရယူမည်ဖြစ်ပါသည်။

မှတ်ချက်။ သင်းဖွဲ့မှတ်တမ်း/ သင်းဖွဲ့စည်းမျဉ်း သို့မဟုတ် ဖွဲ့စည်းပုံအခြေခံစည်းမျဉ်းပူးတွဲတင်ပြရန်၊

Annex VIII for Memorandum of Association and Articles of Association (draft) အား ကြည့်ရှုပါ။

(၈)။ မတည်ငွေရင်းနှင့် သက်ဆိုင်သည့်အချက်အလက်များ

(က) ပြည်တွင်းမှထည့်ဝင်မည့်မတည်ငွေရင်း အမေရိကန်ဒေါ်လာ ၀.၄၁၉၈၂၀ သန်း/၂၀% ပမာဏ/ရာခိုင်နှုန်း

(ခ) နိုင်ငံခြားမှယူဆောင်လာမည့်မတည်ငွေရင်း အမေရိကန်ဒေါ်လာ ၁.၆၇၉၂၈ သန်း/၈၀% ပမာဏ/ရာခိုင်နှုန်း

ပြည်တွင်းမှရယူမည်ချေးငွေ (မြန်မာကျပ်ငွေနှင့်ညီမျှသော) အမေရိကန်ဒေါ်လာ ၄.၈၉၇၉သန်း

စုစုပေါင်း

အမေရိကန်ဒေါ်လာ

၆.၉၉၇ သန်း

(ဂ) အဆိုပြုမတည်ငွေရင်းနှစ်အလိုက်ထည့်ဝင်မည့် အခြေအနေ/ယူဆောင်လာမည့်ကာလ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ရင်းနှီးမြှုပ်နှံမှုခွင့်ပြုမိန့် ထုတ်ပေးပြီးသည့်နေ့မှ ၁၂ လ အတွင်းဖြစ်ပါသည်။

Wilmar Investment Holdings Pte. Ltd.နှင့် Values Supplies Company Limited တို့မှငွေသားအမေရိကန်ဒေါ်လာ ၁,၆၇၉,၂၈၀ သန်းနှင့် အမေရိကန် ဒေါ်လာ ၄၁၉,၈၂၀ တို့အသီးသီးထည့်ဝင်ပါသည်။

ကုမ္ပဏီသည် အမေရိကန်ဒေါ်လာ ၄,၈၉၇,၉၀၀ နှင့်ညီမျှသော မြန်မာကျပ်ငွေအား ချေးငွေအဖြစ် ရယူပါသည်။

Annex IX - Investment Programme (in cash, in kind, loan); နှင့်

Annex X – Financial Feasibility အား ကြည့်ရှုပါ။

(ဃ) ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး/ပမာဏ

အမေရိကန်ဒေါ်လာ ၆,၉၉၇ သန်း

(င) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့်သက်တမ်း

မြန်မာ့ဆိပ်ကမ်းအာဏာပိုင် နှင့် Wilmar Myanmar Port Terminals (Thilawa) Limited အကြားချုပ်ဆိုထားသောမြေငှားစာချုပ် (မူလမြေငှားစာချုပ်) တွင် ဖော်ပြထားသော သတ်မှတ်ချက်များအရ မြေငှားသက်တမ်း စတင်သည့်နေ့မှ နှစ်ပေါင်း ၅၀ နှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ခွင့်ပြုချက်ဖြင့်ထပ်မံသက်တမ်းတိုးမည်၊ ၁၀နှစ် နှစ်ကြိမ် သက်တမ်း။ ထပ်မံရှင်းလင်းလိုသည်မှာ Wilmar Myanmar Port Terminals (Thilawa) Limited သည်မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှခွင့်ပြုမိန့်အမှတ် ၇၂၉/၂၀၁၄ ရရှိထားပြီးမူလမြေငှားစာချုပ်အား မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ခွင့်ပြုထားပြီး ဖြစ်ပါသည်။ လက်ရှိရင်းနှီးမြှုပ်နှံမှုအတွက် Wilmar Myanmar Port Terminals (Thilawa) Limited သည် မူလမြေငှားစာချုပ်တွင် ၎င်းငှားရမ်းထားသော စုစုပေါင်းမြေဧက ၇၄.၁၃၀၈ မှ Wilmar Myanmar Logistics Limited သို့ မြေဧက ၆.၆၂၂ အားမူလ မြေငှားရမ်းမှုသက်တမ်း အတိုင်းထပ်ဆင့် ငှားရမ်းမည်ဖြစ်ပါသည်။

(စ) ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းတည်ဆောက်မှုကာလသို့မဟုတ်ပြင်ဆင်မှုကာလ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ခွင့်ပြုမိန့်၊ ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန မှ ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်နှင့် လုပ်ငန်းဆောင်ရွက်ခွင့် ထုတ်ပေးပြီး နှင့် တည်ဆောက်မှုစတင်ရန် သက်ဆိုင်ရာလိုင်စင်များရရှိပြီး ၁၂ လအတွင်း

မှတ်ချက်။ အပိုဒ် ၈ (င) နှင့် စပ်လျဉ်း၍ ထူးခြားသည်။ အခြေအနေ ရှိပါက နောက်ဆက်တွဲဖြင့် ဖော်ပြပါရန်

၉။ နိုင်ငံခြားမှယူဆောင်တင်သွင်းလာမည့် မတည်ငွေရင်း၏အသေးစိတ်စာရင်း

		အမေရိကန်ဒေါ်လာနှင့်ညီမျှသောငွေ	မြန်မာ ကျပ်ငွေနှင့်
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					ညီမျှသော ငွေ
		စုစုပေါင်း	အမေရိကန် ဒေါ်လာနှင့်ညီ မျှသော ရှယ်ယာထည် ဝင်မှု	မြန်မာကျပ် ငွေနှင့်ညီမျှ သောချေးငွေ	စုစုပေါင်း
(က)	နိုင်ငံခြားငွေ (အမျိုးအစားနှင့် တန်းဖိုးပမာဏ)	၁,၆၇၉,၂၈၀	၁,၆၇၉,၂၈၀	မရှိပါ	၂,၃၀၀,၆၁၃, ၆၀၀
(ခ)	စက်ပစ္စည်းများ (စက်ကိရိယာ များစသည့်ပစ္စည်းတို့၏ တန်းဖိုးပမာဏ)		မရှိပါ	မရှိပါ	မရှိပါ
(ဂ)	ကနဦးကုန်ကြမ်းပစ္စည်းများနှင့် အခြားအလားတူပစ္စည်းများ၏ တန်ဖိုးပမာဏ(အသေးစိတ်စာ ရင်းပူးတွဲ တင်ပြရန်)		မရှိပါ	မရှိပါ	မရှိပါ
(ဃ)	လိုင်စင်၊ တီထွင်မှုပိုင်ဆိုင်ခွင့်၊ စက်မှုဒီဇိုင်း၊ ကုန်အမှတ် တံဆိပ်၊ မူပိုင်ခွင့်စသည့် အသိဉာဏ်ဆိုင်ရာ ပစ္စည်းများ ကို တန်ဖိုးဖြတ်နိုင်သော အခွင့်အရေးများ၏ တန်ဖိုး ပမာဏ		မရှိပါ	မရှိပါ	မရှိပါ
(င)	ကျွမ်းကျင်မှုနည်းပညာ ရပ်များ၏ တန်ဖိုးပမာဏ		မရှိပါ	မရှိပါ	မရှိပါ
(စ)	အခြား (ဥပမာ - ဆောက်လုပ်ရေးလုပ်ငန်းသုံး ပစ္စည်း များ)		မရှိပါ	မရှိပါ	မရှိပါ

ငွေလဲလှယ်နှုန်းအမေရိကန် ၁ ဒေါ်လာလျှင်မြန်မာကျပ်ငွေ ၁, ၃၇၀ ဖြင့်တွက်ချက်ထားသည်။

မှတ်ချက်။ အပိုဒ် ၉ (ဃ) (င) တို့နှင့် စပ်လျဉ်း၍အသုံးပြုခွင့်အထောက်အထားများပူးတွဲတင်ပြရန်။

၁၀။ ပြည်တွင်းမှထည့်ဝင်မည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း

		အမေရိကန်ဒေါ်လာနှင့်ညီမျှသောငွေ			မြန်မာ ကျပ်ငွေနှင့် ညီမျှသော ငွေ
		စုစုပေါင်း	အမေရိကန် ဒေါ်လာရင်း နှီးမြှုပ်နှံမှု	မြန်မာကျပ် ငွေနှင့်ညီ	စုစုပေါင်း

				မျှ သောချေး ငွေ	
(က)	ငွေပမာဏ	၄၁၉,၈၂၀	၄၁၉,၈၂၀	မရှိပါ	၅၇၅,၁၅၃,၄၀၀
(ခ)	စက်ပစ္စည်းများ စက်ကိရိယာများ တန်းဖိုးပမာဏ (အသေးစိတ်စာရင်း ပူးတွဲတင်ပြရန်)	မရှိပါ	မရှိပါ	မရှိပါ	မရှိပါ
(ဂ)	မြေအဆောက်အအုံတန်ဖိုး သို့မဟုတ် ငှားရမ်းခ	မရှိပါ	မရှိပါ	မရှိပါ	မရှိပါ
(ဃ)	အဆောက်အအုံဆောက်လုပ်မှု ကုန်ကျစားရိတ်	မရှိပါ	မရှိပါ	မရှိပါ	မရှိပါ
(င)	ပရိဘောဂနှင့် လုပ်ငန်းသုံးပစ္စည်းများ တန်းဖိုးပမာဏ (အသေးစိတ်စာရင်း ပူးတွဲတင်ပြရန်)	မရှိပါ	မရှိပါ	မရှိပါ	မရှိပါ
(စ)	ကနဦးကုန်ကြမ်း ပစ္စည်းတန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	မရှိပါ	မရှိပါ	မရှိပါ	မရှိပါ
(ဆ)	အခြား	မရှိပါ	မရှိပါ	မရှိပါ	မရှိပါ

၁၁။ ချေးငွေနှင့်သက်ဆိုင်သည့် အချက်အလက်များ -

○ ပြည်တွင်းချေးငွေ

ကျပ်

အမေရိကန်ဒေါ်လာ ၄,၈၉၇၉ သန်းနှင့်ညီမျှသောမြန်မာကျပ်ငွေ

အမေရိကန်ဒေါ်လာ

သက်ဆိုင်မှု မရှိပါ။

○ ပြည်ပချေးငွေ

အမေရိကန်ဒေါ်လာ

သက်ဆိုင်မှု မရှိပါ။

၁၂။ ဆောက်ရွက်မည့်စီးပွားရေးအဖွဲ့အစည်းနှင့်သက်ဆိုင်သောအချက်အလက်များ -

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ (များ) / တည်နေရာ

မြေကွက်အမှတ် - ၂၀၂၁ နှင့် ၂၁ နှင့် ၂၂တို့နှင့် ကပ်လျက် မြေကွက်လပ်၊
သီလဝါဆိပ်ကမ်းဧရိယာ၊ ရန်ကုန်တိုင်းဒေသကြီး။

(ခ) မြေသို့မဟုတ်မြေနှင့်အဆောက်အအုံနေရာ အမျိုးအစားနှင့်အကျယ်အဝန်းလိုအပ်ချက်

(၁) တည်နေရာ

မြေကွက်အမှတ် - ၂၀၂၁ နှင့် ၂၁ နှင့် ၂၂တို့နှင့် ကပ်လျက် မြေကွက်လပ်၊
သီလဝါဆိပ်ကမ်းဧရိယာ၊ ရန်ကုန်တိုင်းဒေသကြီး။

(၂) မြေ/ အဆောက်အအုံအကျယ်အဝန်း၊ အရေအတွက်

၂၆,၈၀၀ စတုရန်းမီတာ သို့မဟုတ် ၆.၆၂၂ ဧက

(၃) လက်ရှိပိုင်ဆိုင်သူ

(ကက) အမည်/ ကုမ္ပဏီအမည်/ဌာန

အငှားချထားသူ - မြန်မာ့ဆိပ်ကမ်းအာဏာပိုင်

ငှားရမ်းသူ - Wilmer Myanmar Port Terminals (Thailand) Limited

(ခခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်

အငှားချထားသူ - သက်ဆိုင်မှု မရှိပါ။

အငှားချထားခြင်းခံရသူ - ကုမ္ပဏီမှတ်ပုံတင်အမှတ် - ၇၉၇/အက်(၆)စီ/
၂၀၁၃ - ၂၀၁၄ (၁၆ ဇန်နဝါရီလ ၂၀၁၄ခုနှစ်)။

ခွင့်ပြုမိန့်အမှတ် - ၇၂၉/၂၀၁၄ (၁၈ ဒီဇင်ဘာ ၂၀၁၄)

(ဂဂ) နေရပ်လိပ်စာ

အငှားချထားသူ- အမှတ် ၁၀၊ ပန်းဆိုးတန်းလမ်း၊ ကျောက်တံတားမြို့နယ်၊
ရန်ကုန်မြို့ ၁၁၁၈၂

အငှားချထားခြင်းခံရသူ- မြေကွက်အမှတ် - ၂၀ နှင့် ၂၁၊ သီလဝါဖွံ့ဖြိုးတိုး
တက်ရေးဇုန်၊ ကျောက်တန်းမြို့နယ်၊ရန်ကုန်တိုင်းဒေသကြီး၊ ပြည်ထောင်စု
သမ္မတ မြန်မာနိုင်ငံတော်။

(၄) မြေအမျိုးအစား

အမှတ် ၁၀၊ ပန်းဆိုးတန်းလမ်း၊ ကျောက်တံတားမြို့နယ်၊ ရန်ကုန်မြို့ ၁၁၁၈၂ ရှိ မြန်မာ့ ဆိပ်ကမ်းအာဏာပိုင်ထံမှ Wilmar Myanmar Port Terminals (Thilawa) Limited မှ ငှားရမ်းထားသောဆိပ်ကမ်းမြေ

(၅) မြေငှားဝရန်ခွင့်ပြုကာလ

နှစ်ပေါင်း ၅၀ နှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ခွင့်ပြုချက်ဖြင့်ထပ်မံ သက်တမ်းတိုးမည်။ ၁၀နှစ် နှစ်ကြိမ် သက်တမ်း။

(၆) ငှားရမ်းမည့်ကာလ

မြန်မာ့ဆိပ်ကမ်းအာဏာပိုင် နှင့် Wilmar Myanmar Port Terminals (Thilawa) Limited အကြားချုပ်ဆိုထားသောမြေငှားစာချုပ် (မူလမြေငှားစာချုပ်) တွင် ဖော်ပြထားသော သတ်မှတ်ချက်များအရ မြေငှားသက်တမ်း စတင်သည့်နေ့မှ နှစ်ပေါင်း ၅၀ နှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ခွင့်ပြုချက်ဖြင့်ထပ်မံသက်တမ်းတိုးမည်။ ၁၀နှစ် နှစ်ကြိမ် သက်တမ်း။ ထပ်မံရှင်းလင်းလိုသည်မှာ Wilmar Myanmar Port Terminals (Thilawa) Limited သည်မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှခွင့်ပြုမိန့်အမှတ် ၇၂၉/၂၀၁၄ ရရှိထားပြီးမူလမြေငှားစာချုပ်အား မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ခွင့်ပြုထားပြီး ဖြစ်ပါသည်။ လက်ရှိရင်းနှီးမြှုပ်နှံမှုအတွက် Wilmar Myanmar Port Terminals (Thilawa) Limited သည် မူလမြေငှားစာချုပ်တွင် ၎င်းငှားရမ်းထားသော စုစုပေါင်းမြေဧက ၇၄.၁၃၀၈ မှ Wilmar Myanmar Logistics Limited သို့ မြေဧက ၆.၆၂၂ အားမူလ မြေငှားရမ်းမှုသက်တမ်း အတိုင်းထပ်ဆင့် ငှားရမ်းမည်ဖြစ်ပါသည်။

(၇) ငှားရမ်းခနှုန်းထား -

(ကက) မြေ -

တစ်နှစ်လျှင် တစ်စတုရန်းမီတာအတွက် အမေရိကန်ဒေါ်လာ ၅.၀၀ သို့မဟုတ် တစ်လလျှင် တစ်စတုရန်းမီတာအတွက် ခန့်မှန်းခြေ အမေရိကန်ဒေါ်လာ ၀.၄၁၆၆

တစ်နှစ်လျှင် တစ်ဧကအတွက် အမေရိကန်ဒေါ်လာ ၃၇.၀၅ သို့မဟုတ် တစ်လလျှင် တစ်ဧကအတွက် ခန့်မှန်းခြေ အမေရိကန်ဒေါ်လာ ၃.၀၈၇၅

(ခခ) အဆောက်အအုံ

သက်ဆိုင်မှု မရှိပါ။

(ခ) ရပ်ကွက်

သက်ဆိုင်မှု မရှိပါ။

(င) မြို့နယ်

ကျောက်တန်းမြို့နယ်

(၁၀) ပြည်နယ်/ တိုင်းဒေသကြီး

ရန်ကုန်တိုင်းဒေသကြီး

(၁၁) ငှားရမ်းမည့်ပုဂ္ဂိုလ်

(ကက) အမည်/ကုမ္ပဏီအမည်/ဌာန

Wilmer Myanmar Logistics Limited

(ခခ) အဖအမည်

သက်ဆိုင်မှု မရှိပါ။

(ဂဂ) နိုင်ငံသား

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်၏ဥပဒေများအရ
ဖွဲ့စည်းတည်ထောင်ပါသည်။

(ဃဃ) နိုင်ငံကူးလက်မှတ်အမှတ်/နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်

သက်ဆိုင်မှု မရှိပါ။

(ငင) နေရပ်လိပ်စာ

၂၀ နှင့် ၂၁၊ သီလဝါဖွံ့ဖြိုးတိုးတက်ရေးဇုန်၊ ကျောက်တန်းမြို့နယ်၊ ရန်ကုန်
တိုင်းဒေသကြီး၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်။

မှတ်ချက်။ အပိုဒ် ၁၂ (ခ) နှစ်စပ်လျဉ်း၍အောက်ပါအချက်များ
ပူးတွဲတင်ပြရန် -

(၁) မြေပိုင်ဆိုင်မှု/မြေဂရန် အထောက်အထား (စက်မှုဇုန်မှအပ)
နှင့်မြေပုံ

*Annex XI: Build-Operate-Transfer Contract; Annex XII:
Land Lease Agreement; and Annex XIII: Maps /
Drawings of the Project အား ကြည့်ရှုပါ။*

(၂) မြေငှားစာချုပ်(မူကြမ်း)

*Annex XIV: Sub-Lease Agreement (Draft) အား
ကြည့်ရှုပါ။*

(ဂ) ဆောက်လုပ်မည့်အဆောက်အအုံလိုအပ်ချက်

(၁) အဆောက်အအုံအမျိုးအစား/အရေအတွက်

○ စားသုံးဆီသိုလှောင်ကန် ၁၉ လုံး

(၂) အကျယ်အဝန်း

၂၆,၈၀၀ စတုရန်းမီတာ သို့မဟုတ် ၆.၆၂၂ ဧက

(ဃ) နှစ်စဉ်ထုတ်လုပ်မည့် ကုန်ပစ္စည်း/ဝန်ဆောင်မှု

သက်ဆိုင်မှု မရှိပါ။

(င) နှစ်စဉ်လျှပ်စစ်ဓါတ်အားလိုအပ်ချက်

နှစ်စဉ်ပျမ်းမျှ ၉၆၀, ၀၀၀ ကီလိုဝပ်

(စ) နှစ်စဉ်ရေလိုအပ်ချက်

(တစ်ရက်လျှင် ၆.၁၆၄ကုဗမီတာ) တစ်နှစ်လျှင် ၂, ၂၅၀ ကုဗမီတာ၊

Annex XV- Projected Utility Consumption Fuel, Electricity and Water အား
ကြည့်ရှုပါ။

မှတ်ချက်။ အပိုဒ် ၁၂ (ခ) နှင့် စပ်လျဉ်း၍ အောက်ပါအချက်များ ပူးတွဲ တင်ပြရန် -

(၁) မြေပိုင်ဆိုင်မှုမြေဂရန် အထောက်အထား (စက်မှုဇုန်မှအပ)နှင့် မြေပုံ

(၂) မြေငှားစာချုပ် (မူကြမ်း)

၁၃။ ငွေကြေးပိုင်ဆိုင်မှုနှင့် ပတ်သက်၍အသေးစိတ်ဖော်ပြချက် -

(က) အမည်/ ကုမ္ပဏီအမည်

(၁) Wilmar Investment Holdings Pte. Ltd. (WIH) - Wilmar International Limited သည် WIH ၏ မိခင်ကုမ္ပဏီဖြစ်သည်။

Annex V: Support Letter from bank in respect of Wilmar International Limited which is being the ultimate holding company ("Wilmar Group") and Bank Statements of Value Supplies

မှတ်ချက်- Annex V တွင် ဖော်ပြချက်အရ Wilmar Group သည် ဘဏ်၏ ရည်ရှည်စီးပွားဖက် အဖွဲ့အစည်းတစ်ခုဖြစ်ပြီး Wilmar Group အနေဖြင့် Wilmar Myanmar Logistics Limited တွင် ထည့်ဝင်ရန် လိုအပ်သော ငွေကြေးအရင်းအမြစ်အား ထောက်ပံ့ပေးနိုင်ကြောင်း ဘဏ်မှ အတည်ပြု ထောက်ခံထားပါသည်။ သို့ပါ၍ ဤလျှောက်လွှာအတွက်လိုအပ်သော Wilmar Investment Holdings Pte. Ltd (WIH) ၏ငွေကြေးဆိုင်ရာ အထောက်အထားစာရွက်များအား Wilmar Group အထူးသဖြင့် WIH ၏ မိခင်ကုမ္ပဏီဖြစ်သော Wilmar International Limited ၏ ငွေကြေး ဆိုင်ရာအထောက်အထားစာရွက်များဖြင့် ပံ့ပိုးဖော်ပြသွားပါမည်။

(၂) Value Supplies Company Limited

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ နိုင်ငံကူးလတ်မှတ်အမှတ်

(၁) Wilmar International Limited: 199904785Z / Wilmar Investment Holdings Pte. Ltd.: 201221334H

(၂) Value Supplies Company Limited: 2129 of 2015-2016 (YGN)

(ဂ) ဘဏ်စာရင်းအမှတ်

(၁) Wilmar International Limited:

SGD Current Account No: 003 910 310 7

DBS Bank, 12 Marina Boulevard #12-01

DBS Asia Centre, Marina Bay Financial Centre Tower 3, Singapore 018982

(၂) Value Supplies Company Limited :

ကျပ်ငွေ ငွေစု စာရင်းအမှတ်၊ 061-503-06101034301

ကမ္ဘောဇဘဏ် လီမိတက် (ဗဟိုစည်)

အမှတ် ၇၇၀-၇၇၄၊ ဗိုလ်ချုပ်အောင်ဆန်းလမ်းနှင့် ဗိုလ်ချုပ်လမ်းထောင့်၊ လမ်းမတော်မြို့နယ် ၊ ရန်ကုန်တိုင်းဒေသကြီး၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်။

(မိခင်နိုင်ငံရှိဘဏ်ထောက်ခံချက် သို့မဟုတ် မိခင်ကုမ္ပဏီ၏စာရင်းစစ်ပြီးသည့်နှစ်ချုပ်စာရင်းပူးတွဲတင်ပြရန်)။

Annex V: Support Letter from bank in respect of Wilmar International Limited which is being the ultimate holding company ("Wilmar Group") and Bank Statements of Value Supplies

Annex VI: Audited Financial Statements of Wilmar International Limited and WIH for Financial Years 2014 and 2015 and 2016; and Audited Financial Statements of Value Supplies for Financial Year 2015-2016 and explanation letter for unavailability of Audited Financial Statements for Financial Year 2016-2017 တို့အား ကြည့်ရှုပါ။

၁၄။ ဆောင်ရွက်မည့် စီးပွားရေးအဖွဲ့အစည်းတွင်လိုအပ်မည့်ဝန်ထမ်းများစာရင်း

စဉ်	အဆင့်အတန်း	မြန်မာနိုင်ငံသား	နိုင်ငံခြားသား	စုစုပေါင်း
(က)	အကြီးတန်းစီမံခန့်ခွဲမှု (မန်နေဂျာများ၊ အဆင့်မြင့် အရာရှိများ)	-	-	-
(ခ)	အခြားအဆင့်စီမံခန့်ခွဲမှု (အကြီးတန်းစီမံခန့်ခွဲမှုမှအပ)	၂	-	၂

(ဂ)	သက်မွေးဝမ်းကျောင်းပညာရှင်များ	၅	-	၅
(ဃ)	နည်းပညာနှင့်ဆက်စပ်သည့် သက်မွေးပညာရှင်	၄	-	၄
(င)	အကြံပေး	-	-	-
(စ)	ကျွမ်းကျင်လုပ်သား	၈		၈
(ဆ)	အခြေခံလုပ်သား	၉		၉
	စုစုပေါင်း	၂၅	၁	၂၅

Annex XVI – List of Local and Expatriate Personnel အား ကြည့်ရှုပါ။

မှတ်ချက်။ အောက်ဖော်ပြပါ ဖော်ပြချက်များပူးတွဲဖော်ပြရန်

(၁) လုပ်သားများ၏လူမှုဖူလုံရေး၊ သက်သာချောင်ချိမှုဆောင်ရွက်မည့် အစီအမံများ

Annex XVII – Social & Welfare Plan အား ကြည့်ရှုပါ။

(၂) ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းပြုလုပ်မည့် အစီအမံများ

Annex XVIII – Evaluation of Environment and Social Impacts and Annex XIX – Fire Protection Plan တို့အား ကြည့်ရှုပါ။

၁၅။ အဆိုပြုချက်နှင့်အတူအောက်ဖော်ပြပါ လျှောက်လွှာများကို တင်ပြလျှောက်ထားခြင်းရှိ/မရှိဖော်ပြရန် -

- မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

Annex XX – Land Rights Authorisation Application အား ကြည့်ရှုပါ။

- အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

Annex XXI– Tax Incentive Application အား ကြည့်ရှုပါ။

၁၆။ အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအကျဉ်းချုပ်အားနောက်ဆက်တွဲဖြင့် ဖော်ပြရန်။

Annex XXII – Summary of Proposed Investment အား ကြည့်ရှုပါ။

လျှောက်ထားသူလက်မှတ်

အမည် Mr. Thomas Joseph Lim Kim Guan (Lin Qinyuan)

ရာထူး Director

ဌာန/ကုမ္ပဏီတံဆိပ် Wilmar Investment Holdings Pte Ltd.

ရက်စွဲ

နောက်ဆက်တွဲ (၂၂)

အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအကျဉ်းချုပ် (နည်းဥပဒေ ၃၈)

၁။ ရင်းနှီးမြှုပ်နှံမှုတွင် တိုက်ရိုက်ဖြစ်စေ၊ သွယ်ဝိုက်၍ဖြစ်စေ အကျိုးစီးပွားသိသာထင်ရှားစွာ ပါဝင်သော အခြားပုဂ္ဂိုလ်များဖော်ပြရန် -

(က) ရင်းနှီးမြှုပ်နှံသူမှရရှိမည့်အမြတ်ငွေ၏ ၁၀% နှင့်အထက်ကို ပိုင်ဆိုင်ခွင့်ရှိသည့် သို့မဟုတ် ထိန်းချုပ်ခွင့်ရှိသည့် လုပ်ငန်း၏ -

Wilmar Investment Holdings Pte Ltd. မှတစ်ဆင့်

(၁) အမည်

Wilmar International Limited

(၂) ဆက်သွယ်ရမည့်လိပ်စာ

56 Neil Road, Singapore 088830

(၃) မှတ်ပုံတင်အမှတ်

199904785Z

(တစ်ဦးထက်ပိုပါက နောက်ဆက်တွဲဖြင့်ဖော်ပြရန်)

(ခ) ခွင့်ပြုမည့်ရင်းနှီးမြှုပ်နှံလုပ်ငန်း ဆောင်ရွက်ရာတွင်တိုက်ရိုက်ပါဝင်သည့် လက်အောက်ခံ ကုမ္ပဏီများ ရှိလျှင်အဆိုပါကုမ္ပဏီများ၏ အမည်ကိုဖော်ပြရန် -

မရှိပါ။

၂။ ရင်းနှီးမြှုပ်နှံမှု၏ အဓိကတည်နေရာ သို့မဟုတ်တည်နေရာများ

မြေကွက်အမှတ် - ၂၀၊ ၂၁ နှင့် ၂၂ နှင့် ၂၂တို့နှင့် ကပ်လျက် မြေကွက်လပ်၊ သီလဝါဆိပ်ကမ်းဧရိယာ၊ ရန်ကုန်တိုင်းဒေသကြီး။

၃။ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ပြုလုပ်မည့်ကဏ္ဍနှင့် ဆောင်ရွက်မည့်စီးပွားရေးလုပ်ငန်းများဖော်ပြချက်

စားသုံးဆီများ နှင့် ၎င်း၏ ဆက်စပ် ထုတ်ကုန်များအတွက် သိုလှောင်ကန်များ၊ ပို့ဆောင်သယ်ယူရန် သိုလှောင်ရုံများ၊ ကုန်စည်သိုလှောင်ရုံများ နှင့် အခြားသော သိုလှောင်မှုအထောက်အပံ့များကို ဆောက်လုပ်ခြင်းနှင့် လုပ်ငန်းလည်ပတ်ခြင်း။

၄။ အဆိုပြုထားသော ရင်းနှီးမြှုပ်နှံမှုပမာဏ (မြန်မာကျပ်နှင့်အမေရိကန်ဒေါ်လာတို့ဖြင့်ဖော်ပြရန်)

(က) ပြည်တွင်းမှထည့်ဝင်မည်မတည်ငွေရင်း အမေရိကန်ဒေါ်လာ ၄.၁၉၈၂၀ သန်း/ ၂၀%
ပမာဏ/ရာခိုင်နှုန်း

(ခ) နိုင်ငံခြားမှယူဆောင်လာမည်မတည်ငွေရင်း အမေရိကန်ဒေါ်လာ ၁.၆၇၉၂၈ သန်း/ ၈၀%
ပမာဏ/ရာခိုင်နှုန်း

ပြည်တွင်းမှရယူမည့်ချေးငွေ(မြန်မာကျပ်ငွေနှင့်ညီမျှသော) အမေရိကန်ဒေါ်လာ ၄.၈၉၇၉ သန်း

စုစုပေါင်းအမေရိကန်ဒေါ်လာ ၆.၉၉၇ သန်း

ငွေလဲလှယ်နှုန်းအမေရိကန် ၁ ဒေါ်လာလျှင်မြန်မာကျပ်ငွေ ၁, ၃၇၀ ဖြင့်တွက်ချက်ထားသည်။

၅။ ရင်းနှီးမြှုပ်နှံမှု အကောင်အထည်ဖော်မည့် ခန့်မှန်းအချိန်ဇယား အပါအဝင် အစီအစဉ်ဖော်ပြချက် -

(က) တည်ဆောက်ရေးကာလ သို့မဟုတ် ပြင်ဆင်မှုကာလ (နှစ်၊လတို့ဖြင့်ဖော်ပြရန်)

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ခွင့်ပြုမိန့်၊ ရင်းနှီးမြှုပ်နှံမှုနှင့်
ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန မှ ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်နှင့် လုပ်ငန်းဆောင်ရွက်ခွင့်
ထုတ်ပေးပြီး ၁၂ လအတွင်း နှင့် တည်ဆောက်မှုစတင်ရန် သက်ဆိုင်ရာလိုင်စင်များရရှိပြီး

(ခ) စီးပွားဖြစ်စတင်မည့်ကာလ (နှစ်၊လတို့ဖြင့်ဖော်ပြရန်)

တည်ဆောက်ရေးကာလပြီးဆုံးပြီး ရက်ပေါင်း ၃၀ အတွင်း

၆။ ခန့်ထားမည့်အလုပ်သမားဦးရေ

(က) ပြည်တွင်း

(၂၈) ယောက် (၁၀၀)%

(ခ) ပြည်ပ (ပညာရှင်/ကျွမ်းကျင်သူ)

သက်ဆိုင်မှုမရှိပါ

၇။ ပြည်ပမှ ပြည်တွင်းသို့ ယူဆောင်လာမည့် မတည် ရင်းနှီးမြှုပ်နှံမှုများတွင် ငွေသားဖြင့် ယူဆောင်မှု
ပမာဏ (Capital in-Cash)၊ ရင်းနှီးပစ္စည်းအဖြစ် ယူဆောင်လာမည့် ရင်းနှီးငွေပမာဏ (Capital in-
Kinds) တို့အားတိကျစွာခွဲခြားသတ်မှတ်ဖော်ပြပေးရန် (မြန်မာကျပ်နှင့်အမေရိကန်ဒေါ်လာတို့ဖြင့်
ဖော်ပြရန်) -

(က) ငွေသားဖြင့်ယူဆောင်မှုပမာဏ

အမေရိကန်ဒေါ်လာ ၁,၆၇၉,၂၈၀ / မြန်မာကျပ်ငွေ ၂,၃၇၀,၆၁၃,၆၀၀

ငွေလဲလှယ်နှုန်းအမေရိကန် ၁ ဒေါ်လာလျှင်မြန်မာကျပ်ငွေ ၁, ၃၇၀ ဖြင့်တွက်ချက်ထားသည်။

(ခ) ပစ္စည်းအဖြစ်ယူဆောင်လာမည့်ရင်းနှီးငွေပမာဏ

သက်ဆိုင်မှု မရှိပါ။

မှတ်ချက်။ ရင်းနှီးမြှုပ်နှံသူသည်ရင်းနှီးမြှုပ်နှံမှုနှင့်သက်ဆိုင်သောလျှို့ဝှက်ထိန်းသိမ်းရမည့် သတင်းအချက်အလက်များအား ထုတ်ပြန်ခြင်းမှရှောင်ကြဉ်ရန် ကော်မရှင်ထံတင်ပြတောင်းဆိုနိုင်သည်။

ကျွန်ုပ်တို့၏ရင်းနှီးမြှုပ်နှံမှုနှင့်သက်ဆိုင်သောလျှို့ဝှက်ထိန်းသိမ်းရမည့် သတင်းအချက်အလက်များအားထုတ်ပြန်ခြင်းမှရှောင်ကြဉ်ပေးပါရန်ကောက်မရှင်သို့ မေတ္တာရပ်ခံတောင်းဆိုအပ်ပါသည်။

ကတိဝန်ခံချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှပေးအပ်သည့်အချက်အလက်များအားလုံးသည်မှန်ကန်မှုရှိပါကြောင်းအာမခံပါသည်။

ဤအဆိုပြုချက်တွင် ခွင့်ပြုမိန့်ထုတ်ပေးရန်အတွက်ကော်မရှင်မှ စိစစ်ရာ၌လိုအပ်သည့်အချက်အလက်များကိုလျှောက်ထားသူကပေးအပ်ရန် ပျက်ကွက်ပါကအဆိုပြုချက်ကို ငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌မလိုလားအပ်သည့် နှောင့်နှေးကြန့်ကြာခြင်းတို့ ဖြစ်ပေါ်နိုင်ကြောင်းကောင်းစွာသဘောပေါက်နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှချမှတ်မည့်စည်းမျဉ်းစည်းကမ်းများကိုလည်လိုက်နာမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုပါသည်။

လျှောက်ထားသူလက်မှတ်

အမည် Mr. Thomas Joseph Lim Kim Guan (Lin Qinyuan)

ရာထူး Director

ဌာန/ကုမ္ပဏီတံဆိပ် Wilmar Investment Holdings Pte Ltd.

ရက်စွဲ

Annex II

**Copies of Company Registration & Memorandum and Articles of Association
Wilmar Investment Holdings Pte. Ltd. (“WIH”) and Value Supplies Trading
Company Limited (“Value Supplies”)**

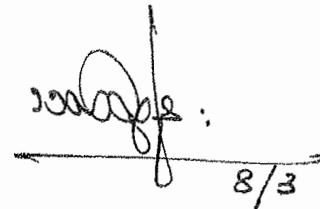


Embassy of the Republic of the Union of Myanmar
Singapore

No. 0214 / 37 24 / 2017

Date: 8 March 2017

Seen at the Embassy of the Republic of the Union of Myanmar in Singapore, and certified that the signature appearing at the foot of the annexed document is the signature of Lai Wai Leng, Deputy Director, Singapore Academy of Law, Republic of Singapore.



8/3

(for) Ambassador
(Thet Tun, Minister Counsellor)



SINGAPORE ACADEMY OF LAW

AUTHENTICATION CERTIFICATE

I hereby certify that –

Janet Wee-Tan Mei Yin is a duly appointed Notary Public practising in Singapore, and that the signature appearing at the foot of the annexed Notarial Certificate dated 3rd March 2017, is the signature of the said Janet Wee-Tan Mei Yin.

This Certificate is not valid if the seal of the Singapore Academy of Law is removed or altered in any way whatsoever. This Certificate does not authenticate or confirm the content of the Document attached to the annexed Notarial Certificate.

Dated this 3rd day of March 2017.

LAI WAI LENG
DEPUTY DIRECTOR
SINGAPORE ACADEMY OF LAW

17030516



Certified true signature

7 MAR 2017


MOHAMAD FAZUDDIN

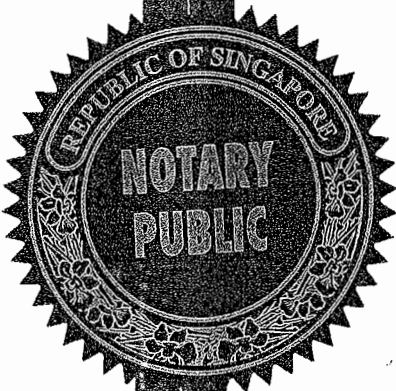
1 Supreme Court Lane, Level 5M, Singapore 170879

Tel: +65 6332 4388 | Fax: +65 6334 4940 | Website: <http://www.sal.org.sg>

TO ALL WHOM THESE PRESENTS SHALL COME I,
JANET WEE-TAN MEI YIN, NOTARY PUBLIC, duly
authorised and appointed, practising in the Republic
of Singapore do hereby certify that the photocopy of
the Memorandum and Articles of Association of
WILMAR INVESTMENT HOLDINGS PTE. LTD. annexed
hereto is a true copy of the original.

IN FAITH AND TESTIMONY whereof I have hereunto
subscribed my name and affixed my Seal of office at
Singapore this 3rd day of March 2017.


NOTARY PUBLIC
SINGAPORE



The Companies Act (Chapter 50)
Private Company Limited by Shares

Memorandum

and

Articles of Association

of

WILMAR INVESTMENT HOLDINGS PTE. LTD.
(Company Registration No. 201221334H)

Incorporated on

28th day of August 2012

**Lodged in the Office of the Registrar
of Companies, Singapore**

Company No: 201221334H

CERTIFICATE CONFIRMING INCORPORATION OF COMPANY

This is to confirm that **WILMAR INVESTMENT HOLDINGS PTE. LTD.** is incorporated under the Companies Act (Cap 50), on and from 28/08/2012 and that the company is a **PRIVATE COMPANY LIMITED BY SHARES**.

GIVEN UNDER MY HAND AND SEAL ON 29/08/2012.



**CHUA SIEW YEN
ASSISTANT REGISTRAR
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE**



THE COMPANIES ACT (Chapter 50)
Private Company Limited by Shares

MEMORANDUM OF ASSOCIATION

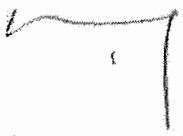
OF

WILMAR INVESTMENT HOLDINGS PTE. LTD.

(Incorporated in the Republic of Singapore)

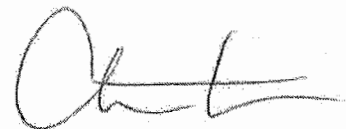
1. The name of the Company is **WILMAR INVESTMENT HOLDINGS PTE. LTD.**
2. The Registered Office of the Company will be situated in the Republic of Singapore.
3. Subject to the provisions of the Companies Act, Chapter 50 of Singapore and any other written law and the Memorandum and Articles of Association of the Company, the Company has:
 - (a) full capacity to carry on or undertake any business or activity, do any act or enter into any transaction; and
 - (b) for the purposes of paragraph (a) above, full rights, powers and privileges.
4. The liability of members is limited.
5. The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred, qualified or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

We, the person, whose name, address and description are hereto subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we agree to take the number of share in the capital of the Company set opposite to our name:

Name, Address and Description of Subscriber	Number of Share Taken by the Subscriber
Kuok Khoon Hong as Authorised Representative for WILMAR INTERNATIONAL LIMITED 56 Neil Road Singapore 088830 Corporation 	ONE THOUSAND (1,000)
Number of Shares Taken.....	ONE THOUSAND (1,000)

DATED this 28th day of August 2012

WITNESS to the above signature:



Tan Tiang Soon Colin
c/o 56 Neil Road
Singapore 088830

Company Secretary

THE COMPANIES ACT (Chapter 50)
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

OF

WILMAR INVESTMENT HOLDINGS PTE. LTD.
(Incorporated in the Republic of Singapore)

PRELIMINARY

1. The regulations in Table A in the Fourth Schedule to the Act shall not apply to the Company except so far as the same are repeated or contained in these Articles.

INTERPRETATION

2. (a) In these Articles, save where the context otherwise requires: -

"the Act"	means the Companies Act, (Cap 50) and any statutory modification or re-enactment thereof for the time being in force;
"the Company"	means the above named company;
"the Board" and "the Directors"	means the directors for the time being of the Company or the directors present at a duly convened meeting of directors at which a quorum is present, and in the case of a company which has only one director, be construed as a reference to that director;
"Dividend"	includes bonuses, distributions in specie and in kind, capital distributions and capitalisation issues;
"member"	means a person or body corporate who is registered as the holder of shares in the capital of the Company;
"month"	means calendar month;
"the Office"	means the registered office of the Company for the time being;
"paid up"	includes credited as paid up;
"the Register"	means the register of members of the Company kept pursuant to the Act and includes any branch register kept pursuant to the Act;
"the Secretary"	means the secretary for the time being of the Company;
"the Seal"	means the common seal of the Company or any official seal that the Company may have as permitted by the Act;

"these Articles" means the Articles of Association in their present form or as altered from time to time; "in writing" and includes electronic communication, cable, telex, facsimile messages and any mode of "written" reproducing words in a legible form or a permitted alternative form as defined by the Act.

"treasury share" means a share which was purchased or otherwise acquired by the Company and held by the Company under the provisions of the Act and these Articles and not cancelled.

- (b) In these Articles, if not inconsistent with the subject or context, words importing the singular number only shall include the plural number and vice versa, and words importing any gender shall include all genders and vice versa.
- (c) Subject as aforesaid, any words defined in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.
- (d) The headings are inserted for convenience only and shall not affect the construction of these Articles.

PRIVATE COMPANY

- 3. The Company is a private company, and accordingly:
 - (a) the number of the members of the Company (not including persons who are in the employment of the Company and any subsidiary of it, and persons who, having been formerly in the employment of the Company and any subsidiary of it, were, while in such employment, and have continued after the determination of such employment to be, members of the Company) shall be limited to fifty PROVIDED that where two or more persons hold one or more shares in the Company jointly they shall, for the purposes of this Article, be treated as a single member of the Company; and
 - (b) the right to transfer the shares of the Company shall be restricted in manner hereinafter prescribed.

THE OFFICE

- 4. The Office shall be at such place in Singapore as the Directors or Secretary shall from time to time appoint.

SHARES

- 5. Unless otherwise determined by the Company by special resolution or otherwise agreed by the holders of all the shares for the time being issued, all shares to be issued shall, before issue, be offered for subscription to the members in proportion as nearly as the circumstances will admit to the number of shares then held by them. For the purposes of this Article, any of the Company's issued share capital held as treasury shares and the Company as holder of these treasury shares shall be disregarded.
- 6.
 - (a) Any such offer as aforesaid shall be made by notice specifying the number and class of shares and the price at which the same are offered and limiting the time (not being less than twenty-eight days, unless the Member to whom the offer is to be made otherwise agrees) within which the offer if not accepted will be deemed to be declined.
 - (b) Subject to these Articles and the Act, all shares shall be at disposal of the Directors and they may allot, grant options over or otherwise deal with or dispose of the same to such persons, at such times, and generally on such terms as they think proper.

- (c) Subject to the provisions, if any, in that behalf of the Company's Memorandum of Association; and without prejudice to any special rights or privileges attached to any then existing shares in the capital of the Company, any new shares may be issued upon such terms and conditions, and with such rights and privileges attached thereto, as the Company by ordinary resolution may direct, or, if no such direction be given, as the Directors shall determine, and in particular such shares may be issued with preferential, qualified or deferred right to dividends and in the distribution of assets of the Company, and with a special or restricted right of voting, and any preference share may be issued on the terms that it is, or at the option of the Company is to be liable to be redeemed.
7. The company may pay a commission to any person in consideration of his subscribing, or agreeing to subscribe, whether absolutely or conditionally, or procuring or agreeing to procure subscriptions, whether absolute or unconditional, for any shares in the capital of the Company, in such amounts as the Directors may approve. No part of the funds of the Company shall, directly or indirectly, be employed in the purchase of or subscription for or loans upon the security of any shares in the Company. The Company shall not give any financial assistance for the purpose of or in connection with the purchase of or subscription for any shares in the Company or its holding company, if any except as is otherwise permitted by the Act.
8. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings, or the provision of any plant which cannot be made profitable for a lengthened period, the Company may pay interest on so much of that share capital as is for the time being paid up for the period and subject to the conditions and restrictions mentioned in Section 78 of the Act and may charge the same to capital as part of the cost of the construction of the works or building or the provision of the plant.
9. Except as required by law no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these Articles or by law otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.
10. The Company may purchase or otherwise acquire its own shares in accordance with the provisions of the Act.

TREASURY SHARES

11. Subject to and in accordance with the provisions of the Act, the Company may hold, deal with, and may at any time dispose or cancel treasury shares.
12. The Company shall be entered in the Register as the member holding the treasury shares.
13. The Company may hold an aggregate number of shares as treasury shares only up to a limit of 10% of the total number of shares if the Company has shares of only one class or of each class of shares.
14. The Company shall not exercise any rights in respect of the treasury shares except as permitted by the Act.

JOINT HOLDERS OF SHARES

15. Where two or more persons are registered as the holders of any share they shall be deemed to hold the same as joint tenants with benefit of survivorship, subject to the following provisions:
- (a) the Company shall not be bound to register more than three persons as the holders of any shares except in the case of the legal personal representative of a deceased member;

- (b) the joint holders of any shares shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such shares;
- (c) on the death of any one of such joint holders the survivor or survivors shall be the only person or persons recognised by the Company as having any title to such shares, but the Directors may require such evidence of death as they may deem fit;
- (d) any one of such joint holders may give effectual receipts for any dividend, return of capital or other payment in the share; and
- (e) the Company shall be at liberty to treat the person whose name stands first in the Register as one of the joint holders of any shares as solely entitled to delivery of the certificate relating to such shares, or to receive notices from the Company, and to attend and vote at general meetings of the Company, and any notice given to such person shall be deemed notice to all the joint holders; but any one of such joint holders may be appointed the proxy of the persons entitled to vote on behalf of such joint holders, and as such proxy to attend and vote at general meetings of the Company, and if more than one of such joint holders be present at any meeting personally or by proxy that one so present whose name stands first in the Register in respect of such shares shall alone be entitled to vote in respect thereof.

SHARE CERTIFICATES

- 16. Every member shall, without payment, be entitled to receive within two months after allotment and within one month after the lodgment of an instrument of transfer duly stamped, or within such other period as the conditions of issue may provide, a certificate for all his shares of any particular class, or several certificates, each for one or more of his shares, and upon payment of such fee, not exceeding ten dollars for every certificate after the first, as the Directors shall from time to time determine, provided that in the event of a member transferring part of the shares represented by a certificate in his name a new certificate in respect of the balance thereof shall be issued in his name without payment and, in the case of joint holders, the Company shall not be bound to issue more than one certificate for all the shares of any particular class registered in their joint names.
- 17. Every share certificate shall be issued under the Seal and shall specify the number and class of shares, and, if required, the distinctive numbers thereof comprised therein, the amount paid up thereon, the amount (if any) unpaid and the extent to which the shares are paid up and, if appropriate, whether such shares carry no voting rights. No certificate shall be issued in respect of more than one class of shares. If there shall be more than one class of shares then each certificate of every class shall state thereon that the share capital is divided into different classes and the voting rights attaching to each class.
- 18. If any share certificate shall be worn out, defaced, destroyed or lost, it may be renewed on such evidence being produced as the Directors shall require, and in case of wearing out or defacement, on delivery up of the old certificate, and in case of destruction or loss, on the execution of such indemnity (if any), as the Directors may from time to time require. In case of destruction or loss, the person to whom such renewed certificate is given shall also bear and pay to the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss and of such indemnity.

CALLS ON SHARES

- 19. (a) The Directors may from time to time make calls upon the members in respect of all monies unpaid on their shares but subject always to the terms of issue of such shares, and any such call may be made payable by instalments.
- (b) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place for payment, pay to the Company the amount called on his shares and at the

time or times and place so specified. The non-receipt of a notice of any call by, or the accidental omission to give notice of a call to, any of the members shall not invalidate the call.

20. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed and may be required to be paid by instalments. A call may be revoked, varied or postponed as the Directors may determine.
21. If any part of a sum called in respect of any shares or any instalment of a call be not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall be liable to pay interest on the outstanding part thereof at such rate as the Directors shall determine from the day appointed for the payment of such call or instalment to the time of discharge thereof in full; but the Directors may, if they shall think fit, waive the payment of such interest or any part thereof.
22. If, by the terms of the issue of any shares or otherwise, any amount is made payable upon allotment or at any fixed time, every such amount shall be payable as if it were a call duly made and payable on the date on which by the terms of the issue the same becomes payable; and all the provisions thereof with respect to the payment of calls and interest thereon, or to the forfeiture of shares for non-payment of calls, shall apply to every such amount and the shares in respect of which it is payable in the case of non-payment thereof.
23. The Directors may, if they shall think fit, receive from any member willing to advance the same all or any part of the monies uncalled and unpaid upon any shares held by him; and upon all or any of the monies so paid in advance the Directors may (until the same would, but for such payment in advance, become presently payable) pay interest at such rate as may be agreed upon between the member paying the monies in advance and the Directors. The Directors may also at any time repay the amount so advanced upon giving to such member one month's notice in writing.
24. On the trial or hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the Register as the holder, or one of the holders, of the shares in respect of which such debt accrued; that the resolution making the call is duly recorded in the Minute Book; and that notice of such call was duly given to the member sued in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.
25. No member shall, unless the Directors otherwise determine, be entitled to receive any dividend, or, subject to the Act, to receive notice of or to be present or vote at any general meeting, either personally or (save as proxy for another member) by proxy, or to exercise any privileges as a member, or be reckoned in a quorum, until he shall have paid all calls or other sums for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

FORFEITURE

26. If any member fails to pay in full any call or instalment of a call on the day appointed for payment thereof, the Directors may at any time thereafter, during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring him to pay so much of the call or instalment as is unpaid together with interest accrued and any expenses incurred by reason of such non-payment.
27. The notice shall name a further day (not being less than fourteen days from the date of the notice) on or before which such call or instalment or part thereof and all interest accrued and expenses incurred by reason of such non-payment are to be paid, and it shall also name the place where payment is to be made, such place being either the Office, or some other place at which calls of

the Company are usually made payable. The notice shall also state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call or instalment is payable will be liable to be forfeited

28. If the requirements of any such notice as aforesaid be not complied with, any shares in respect of which such notice has been given may, at any time thereafter before the payment required by the notice had been made, be forfeited by a resolution of the Directors to that effect, and any such forfeiture shall extend to all dividends declared in respect of the shares so forfeited but not actually paid before such forfeiture. The Directors may accept the surrender of any shares liable to be forfeited hereunder and in such case references in these Articles to forfeiture shall include surrender.
29. Any shares so forfeited shall be deemed for the purposes of this Article to be the property of the Company, and may be sold, re-allotted or otherwise disposed of either subject to or discharged from all calls made or instalments due prior to the forfeiture, to any person, upon such terms and in such manner and at such time or times as the Directors think fit. For the purpose of giving effect to any such sale or other disposition the Directors may authorise some person to transfer the shares so sold or otherwise disposed of to the purchaser thereof or any other person becoming entitled thereto.
30. The Directors may, at any time before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.
31. Any person whose shares have been forfeited shall thereupon cease to be the holder of any such shares but shall notwithstanding be and remain liable to pay to the Company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest thereon from the time of forfeiture until payment at such rate as the Directors shall think fit and without any deduction or allowance for the value of the shares at the time of forfeiture, and the Directors may enforce the payment of such monies or any part thereof and may waive payment of such interest wholly or in part.
32. When any shares have been forfeited an entry shall be made in the Register recording the forfeiture and the date thereof, and so soon as the shares so forfeited have been sold or otherwise disposed of an entry shall also be made of the manner and date of the sale or disposal thereof.

LIEN

33. The Company shall have a first and paramount lien on every share for all monies outstanding in respect of such share, whether presently payable or not, and the Company shall also have a first and paramount lien on every share standing registered in the name of a member, whether singly or jointly with any other person or persons, for all the debts and liabilities of such member or his estate to the Company, whether the same shall have been incurred before or after notice to the Company of any interest of any person other than such member, and whether the same shall have fallen due for payment or not, and notwithstanding that the same are joint debts or liabilities of such member or his estate and any other person, whether a member or not. The Directors may at any time either generally or in any particular case waive any lien that has arisen, or declare any share to be wholly or in part exempt from the provisions of this Article.
34. The Company may sell in such manner as the Directors think fit any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of intention to sell in default shall have been given to the holder for the time being of the share or the person entitled thereto by reason of his death, bankruptcy or winding-up or otherwise by operation of law or court order.
35. The net proceeds of such sale after payment of the costs of such sale shall be applied in or

towards payment or satisfaction of the debts or liabilities in respect whereof the lien existed so far as the same are presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. For giving effect to any such sale the Directors may authorise some person to transfer the shares so sold to the purchaser thereof.

36. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. Such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together with the share certificate delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, surrender, sale, reallocation or disposal of the share.

TRANSFER OF SHARES

37. The instrument of transfer of any shares in the Company shall be in writing and shall be executed by or on behalf of the transferor and by or on behalf of the transferee. The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect thereof.
38. Every instrument of transfer shall be lodged at the Office for registration accompanied by the certificate relating to the shares to be transferred and such other evidence as the Directors may require in relation thereto. All instruments of transfer which shall be registered shall be retained by the Company but, save where fraud is suspected, any instrument of transfer which the Directors may decline to register shall, on demand, be returned to the person depositing the same.
39. There shall be paid to the Company in respect of the registration of a transfer and of any Grant of Probate or Letters of Administration, Certificate of Marriage or Death, Power of Attorney or other document relating to or affecting the title to any share or the making of any entry in the Register affecting the title to any share such fee (if any) as the Directors may from time to time require or prescribe.
40. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine and either generally or in respect of any class of shares provided always that such registration shall not be suspended for more than thirty days in any year.
41. (a) The Directors may at any time in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share whether or not it is a fully paid share.
- (b) The Directors may also decline to register any transfer unless:
- (i) the instrument of transfer is in respect of only one class of shares;
 - (ii) in the case of a transfer to joint holders, the number of joint holders to whom the shares are to be transferred does not exceed three; and
 - (iii) the shares concerned are free of any lien in favour of the Company.
- (c) If the Directors refuse to register a transfer they shall, within one month after the date on which the transfer was lodged with the Company, send to the transferor and transferee notice of the refusal.

TRANSMISSION OF SHARES

42. In case of the death of a member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
43. (a) Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the Directors and, subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death or bankruptcy, as the case may be.
- (b) If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall execute a transfer of the share in favour of that person. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by the member.
44. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:
- PROVIDED always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within 90 days the Directors may thereafter withhold payment of all dividends or other monies payable in respect of the share until the requirements of the notice have been complied with.
45. Any person to whom the right to any shares in the Company has been transmitted by operation of law shall, if the Directors refuse to register the transfer, be entitled to call on the Directors to furnish within 28 days a statement of the reasons for the refusal.

ALTERATION OF SHARE CAPITAL

46. The Company may, from time to time, by ordinary resolution increase its share capital by such amounts and to be divided into shares of such respective amounts as the resolution shall prescribe.
47. Without prejudice to any special rights, privileges or restrictions for the time being attaching to any then existing class of shares in the capital of the Company, any new shares created pursuant to Article 46 may be issued upon such terms and conditions, and with such rights, privileges and restrictions attached thereto as the general meeting resolving upon the creation thereof shall direct or, if no such direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential, qualified or deferred right to dividends and in the distribution of assets of the Company, and with a special, or without any, right of voting.
48. The general meeting resolving upon the creation of any new shares may direct that the same or any of them shall be offered in the first instance to all the holders for the time being of any class of shares in the capital of the Company in proportion, as nearly as the circumstances admit to the

number of shares of such class held by them respectively, or make any other provisions as to the issue and allotment of the new shares. For the purposes of this Article, any of the Company's issued share capital held as treasury shares and the Company as holder of these treasury shares shall be disregarded.

49. Subject to any direction or determination that may be given or made in accordance with the powers contained in these Articles all new shares created pursuant to Article 46 shall be subject to the same provisions herein contained with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise as the shares in the capital of the Company existing at the date of creation of such new shares.
50. The Company may by ordinary resolution:
- (a) subdivide its existing shares or any of them into shares of smaller amounts, provided that in the subdivision of an existing share the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived, and so that the resolution whereby any share is subdivided may determine that as between the holders of the shares resulting from such subdivision one or more of the shares may, as compared with the others, have any such preferred, deferred or other special rights or be subject to any such restrictions as the Company has power to attach to unissued or new shares;
 - (b) consolidate and divide its share capital or any part thereof;
 - (c) cancel the number of shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person or which have been forfeited and diminish the number of its share capital by the number of the shares so cancelled. Such cancellation shall not be deemed to be a reduction of share capital within the meaning of the Act; or
 - (d) convert any paid-up shares into stock and reconvert that and any stock into paid-up shares of any denomination.
51. The Company may by special resolution reduce its share capital in any manner allowed by the Act.
52. Where any difficulty arises in regard to any consolidation and division under paragraph (b) of Article 50, the Directors may settle the same as they think expedient and in particular may arrange for the sale of the shares representing fractions and the distribution of the net proceeds of sale in due proportion amongst the members who would have been entitled to the fractions, and for this purpose the Directors may authorise some person to transfer the shares representing fractions to the purchaser thereof, who shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

MODIFICATION OF RIGHTS

53. (a) All or any of the rights attached to any class of shares in the Capital of the Company for the time being may, at any time, be altered or abrogated either with the consent in writing of the holders of not less than three-fourths of the issued shares of the class or with the sanction of a special resolution passed at a separate general meeting of the holders of shares of the class, and all the provisions contained in these Articles relating to general meetings shall *mutatis mutandis* apply to every such meeting, but so that the quorum thereof shall be not less than two persons personally present and holding or representing by proxy one-third of the total number of the issued shares of the class, and that any holder of shares of the class present in person or by proxy may demand a poll, and that each holder of shares of the class present in person or by proxy shall on a poll be entitled to one vote for each share of the class held by him, and if at any adjourned meeting of such holders such quorum as aforesaid is not present, any two holders of shares of the class who are personally present in person or

by proxy shall be a quorum. For the purposes of this Article, any of the Company's issued share capital held as treasury shares and the Company as holder of these treasury shares shall be disregarded.

- (b) The foregoing provisions of this Article shall apply to the variation or abrogation of the rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class, the rights whereof are to be varied.
54. The special rights conferred upon the holders of any shares or such class of shares shall not, unless otherwise expressly provided in the rights attaching to or the terms of issue of such shares, be deemed to be altered by the creation or issue of further shares ranking *pari passu* therewith.

GENERAL MEETINGS

55. (a) An annual general meeting of the Company shall be held in accordance with the provisions of the Act.
- (b) All other general meetings shall be called extraordinary general meetings.
- (c) Notwithstanding anything in the Act or in these Articles, a Company that has only one member may pass a resolution by the member recording the resolution and signing the record.
56. The Directors may, whenever they think fit, and shall, on requisition by Members in accordance with the Act, proceed to convene an extraordinary general meeting. The provisions of the Act shall apply to any requisition and to any failure by the Directors to convene an extraordinary general meeting when so requisitioned.

NOTICE OF GENERAL MEETINGS

57. Subject to the provisions of the Act relating to agreements for shorter notice, 14 days' notice at the least (exclusive of the day for which the notice is given) specifying the place, the day and the hour of meeting and, in case of special business, the general nature of that business, and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Act or the Company in general meeting, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company:

PROVIDED that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:

- (a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent of the total voting rights of all the members having a right to vote thereat.
58. The accidental omission to give notice of a meeting or (in cases where an instrument of proxy is sent out with the notice) the accidental omission to send such instrument of proxy to, or the non-receipt of notice of a meeting or such instrument of proxy by, any person entitled to receive such notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

59. All business shall be deemed special that is transacted at an extraordinary general meeting and also all business that is transacted at an annual general meeting with the exception of:

- (a) the declaration and sanction of dividends;
 - (b) the consideration of the accounts and balance sheets and the reports of the Directors and other documents required to be annexed to the accounts;
 - (c) the election of Directors in place of those retiring (if any);
 - (d) the appointment of the Auditors of the Company (where required under the Act) and the fixing of, or the determination of the method of fixing, the remuneration of the Auditors.
60. No business, save the election of a Chairman of the meeting, shall be transacted at any general meeting, unless a quorum is present when the meeting proceeds to business. Two members present in person or by proxy shall be a quorum for all purposes.

Pursuant to Article 55 (c), where a company has only one member, he may pass a member's resolution by recording the resolution and signing the record.

- 60A. Subject to the provisions of the Act, the members may participate in a general meeting by means of a conference telephone or a video conference telephone or similar communications equipment by which all persons participating in the general meeting are able to hear and be heard by all other members without the need for a member to be in the physical presence of another member(s) and participation in the general meeting in this manner shall be deemed to constitute presence in person at such meeting. The members participating in any such general meeting shall be counted in the quorum for such general meeting and subject to there being a requisite quorum under these Articles, all resolutions agreed by the members in such general meeting shall be deemed to be as effective as a resolution passed at the meeting in person of the members duly convened and held. A general meeting conducted by means of a conference telephone or a video conference telephone or similar communications equipment as aforesaid is deemed to be held at the place agreed upon by the members attending the general meeting Provided That at least one (1) of the members present at the general meeting was at that place for the duration of the general meeting.
61. The Chairman (if any) of the Board or, in his absence, a Deputy Chairman (if any) shall preside as Chairman at every general meeting. If there is no such Chairman or Deputy Chairman, or if at any meeting neither the Chairman nor a Deputy Chairman is present within fifteen minutes after the time appointed for holding the meeting, or if neither of them is willing to act as Chairman, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as Chairman if willing to act. If no Director is present, or if each of the Directors present declines to act as Chairman, the persons present and entitled to vote shall elect one of their number to be Chairman of the meeting.
62. If within fifteen minutes from the time appointed for the meeting a quorum be not present, the meeting, if convened upon a requisition as specified in Article 56, shall be dissolved; but in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day, time and place as the Chairman of the meeting may determine. If at such adjourned meeting a quorum be not present within fifteen minutes from the time appointed for the meeting, the members present in person or by proxy shall be a quorum.
63. The Chairman of any general meeting at which a quorum is present may, with the consent of the meeting, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place or *sine die*; but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place, unless due notice thereof is given or such notice is waived in the manner prescribed by these Articles. When a meeting is adjourned for thirty days or more, or *sine die*, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or the business to be transacted thereat. Where a meeting is adjourned *sine die* the time and place for the adjourned meeting shall be fixed by the Directors.

VOTING

64. (a) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll, a poll is demanded by: -
- (i) the Chairman of the meeting; or
 - (ii) at least two members present in person or by proxy and entitled to vote; or
 - (iii) any member or members present in person or by proxy and representing in the aggregate not less than one-tenth of the total voting rights of all members having the right to attend and vote at the meeting; or
 - (iv) any member or members present in person or by proxy and holding shares conferring a right to attend and vote at the meeting on which there have been paid up sums in the aggregate equal to not less than one-tenth of the total sum paid up on all shares conferring that right.
- (b) Unless a poll is so demanded and the demand is not withdrawn, a declaration by the Chairman that a resolution has, on a show of hands, been carried unanimously or by a particular majority or not carried by a particular majority or lost shall be final and conclusive evidence of the fact without proof of the number of the votes recorded for or against such resolution.
65. A demand for a poll may be withdrawn only with the approval of the meeting. If a poll be directed or demanded in the manner above mentioned it shall (subject to the provisions of Article 67 hereof) be taken at such time (being not later than seven days after the date of the demand) and in such manner as the Chairman of the meeting may appoint. No notice need be given of a poll not taken immediately. The result of such poll shall be deemed for all purposes to be the resolution of the meeting at which the poll was so directed or demanded.
66. In the case of an equality of votes at any general meeting, whether upon a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.
67. A poll demanded upon the election of a Chairman or upon a question of adjournment shall be taken forthwith. Any business, other than that upon which a poll has been demanded, may be proceeded with pending the taking of the poll.
68. (a) No objection shall be made to the validity of any vote except at a meeting or poll at which such vote shall be tendered and every vote whether given personally or by proxy not disallowed at such meeting or poll shall be deemed valid for all purposes whatsoever of such meeting or poll.
- (b) In case of any dispute as to voting the Chairman shall determine the same, and such determination shall be final and conclusive.
69. Subject to the provisions of the Act, a resolution in writing signed by the members for the time being entitled to receive notice of and to attend and vote at general meetings (or, being corporations, by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. A written notice of confirmation of such resolution in writing sent by or on behalf of a member shall be deemed to be his signature to such resolution in writing for the purposes of this Article. Such resolution in writing may consist of several documents each signed by one or more members.

VOTES OF MEMBERS

70. Subject to any special rights or restrictions for the time being attaching to any special class of shares in the capital of the Company, on a show of hands every member who is present in person or by proxy or by attorney shall be entitled to one vote only, and, in the case of a poll, every member present in person or by proxy or by attorney shall be entitled to one vote for each share held by him. For the purposes of this Article, any of the Company's issued share capital held as treasury shares and the Company as holder of these treasury shares shall be disregarded.
71. On a poll, votes may be given either personally or by proxy and a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
72. A member of unsound mind, or whose person or estate is liable to be dealt with under the law relating to mental disorder may vote, whether on a show of hands or on a poll, by his committee, or other person in the nature of a committee and any such committee, or other person may, on a poll, vote by proxy. If any member be a minor, he may vote by his guardian or one of his guardians who may give their votes personally or by proxy.

PROXIES

73. (a) A proxy need not be a member of the Company.
- (b) An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Directors may accept, and shall be deemed, save where the contrary appears on the face of the instrument of proxy, to confer authority to demand or concur in demanding a poll and to include power to act generally at the meeting for the person giving the proxy and any adjournment thereof, and either to vote on any resolution (or amendment thereto) put to the meeting for which it is given as the proxy thinks fit. No instrument appointing a proxy shall be valid except for the meeting mentioned therein and any adjournment thereof.
74. The instrument appointing a proxy shall be signed by the appointor, or his duly authorised attorney in writing or, if such appointor be a corporation, under its common seal or signed by such officer, attorney or other person duly authorised in that behalf.
75. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the Office at least forty-eight hours before the time fixed for holding the meeting at which the person named in such instrument proposes to vote or, in the case of a poll, not less than twenty-four hours before the time appointed for taking the poll; otherwise the person so named shall not be entitled to vote in respect thereof except with the approval of the Chairman of the meeting.
76. Any member may by power of attorney appoint any person to be his attorney for the purpose of voting at any meeting, and such power may be a special power limited to any particular meeting or a general power extending to all meetings at which such member is entitled to vote. Every such power shall be deposited at the Office at least forty-eight hours before being acted upon.
77. (a) An instrument of proxy may be revoked by forwarding to the Office written notification of such revocation signed by or on behalf of the person who issued or authorised the issue of the instrument of proxy.
- (b) A vote given in accordance with the terms of an instrument of proxy or power of attorney shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the proxy or power of attorney, or transfer of the shares in respect of which the vote is given,

provided that no intimation in writing of the death, insanity, revocation or transfer shall have been received at the Office twenty-four hours at least before the time fixed for holding the meeting, or adjourned meeting, or the taking of the poll, at which the instrument of proxy is to be used.

CORPORATIONS ACTING BY REPRESENTATIVES

78. Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

DIRECTORS

79. Unless and until otherwise determined by an ordinary resolution of the Company, the Director shall not be less than one in number, and there shall be no maximum number of Directors.
80. A Director need not hold any shares in the Company. A director who is not a member of the Company shall nevertheless be entitled to attend and speak at general meetings.

DIRECTORS' REMUNERATION

81. The remuneration of the Directors shall from time to time be determined by the Company in general meeting. Such remuneration shall be deemed to accrue from day to day. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company.

POWERS OF DIRECTORS

82. The business of the Company shall be managed by the Directors, who shall pay all expenses incurred in the formation and registration of the Company, and who may exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the Company in general meeting, subject to any provision in these Articles or the Act and to such regulations, not being inconsistent with any such provision, as may be prescribed by the Company in general meeting; but no such regulation shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.
83. The Directors may establish any local boards or agencies for managing any of the affairs of the Company, either in Singapore or elsewhere, and may appoint any persons to be members of such local boards, or any managers or agents for the Company, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate, and may authorise the members of any local boards, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment and delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.
84. The Directors may from time to time and at any time by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such

attorney as the Directors may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

85. Subject to and to the extent permitted by the Act, the Company, or the Directors on behalf of the Company, may cause to be kept in any territory a Branch Register of members resident in such territory, and the Directors may make and vary such regulations as they may think fit respecting the keeping of any such Branch Register.
86. All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.
87. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and to issue debentures including, subject to, convertible debentures and convertible debenture stock, and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

APPOINTMENT AND REMOVAL OF DIRECTORS

88. The Company may by ordinary resolution remove any Director notwithstanding anything in these Articles or in any agreement between him and the Company (but without prejudice to any right to damages for termination of such agreement not in accordance with the terms thereof), and may, if thought fit, by ordinary resolution, appoint another person in his stead.
89. The Company may, without prejudice to the powers of the Directors under Article 90, from time to time, by ordinary resolution appoint new Directors either to fill a casual vacancy or as an addition to the existing Directors, and change any minimum or maximum number of Directors specified in Article 79, or prescribe such minimum or maximum if there be none so specified.
90. The Directors shall have power, exercisable at any time and from time to time, to appoint any other person as a Director, either to fill a casual vacancy or as an addition to the Board.
91. Notwithstanding any agreement with the company, a director shall not resign or vacate his office unless there is remaining in the company at least one director who is ordinarily resident in Singapore. If there shall be no Director able to act, then any member may summon a general meeting for the purpose of appointing a Director, otherwise a member of the company may be liable for the debts of the company as provided under Section 145 (10) of the Act.

ALTERNATE DIRECTORS

92. Each Director may by written notification to the Company nominate any other person to act as alternate Director in his place and, at his discretion, in similar manner remove such alternate Director. A Director may appoint two or more persons in the alternative to act as Alternate Director and in the event of any dispute as to who is to represent the Director as his Alternate the first named of such alternative persons shall be the only person recognised as the Alternate Director and shall in any case, if in Singapore, be the only person entitled to receive notice of Directors' meetings in the absence from Singapore of his appointor. The alternate Director shall (except as regards the power to appoint an alternate) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company; and each alternate Director, whilst acting as such, shall exercise and discharge all the functions, powers and duties of the Director he represents, and shall look to such Director solely for his remuneration as alternate Director. Every person acting as an alternate Director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director). The signature of an alternate Director to any resolution in writing of the Board or a committee of the Board shall, unless the notice of his appointment provides to the contrary, be as effective as the signature of his appointor. Any person appointed as an alternate Director shall vacate his office

as such alternate Director as and when the Director by whom he has been appointed removes him or vacates office as Director. A Director shall not be liable for the acts or defaults of any alternate Director appointed by him.

DISQUALIFICATION OF DIRECTORS

93. The office of a Director shall *ipso facto* be vacated: -
- (a) if he becomes prohibited by law or court order from being a Director;
 - (b) if he becomes bankrupt or he makes any arrangement or composition with his creditors;
 - (c) if he becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental disorder;
 - (d) subject to section 145 of the Act if he gives the Company notice in writing that he resigns his office;
 - (e) if he is removed by an ordinary resolution of the Company in accordance with the provisions of these Articles;
 - (f) if he is convicted of an indictable offence;
 - (g) if he be requested in writing by a majority of the other directors for the time being to vacate office.

DIRECTORS' INTERESTS

94. A Director may hold any other office or place of profit under the Company (other than the office of Auditor or the office of Secretary in the case of a company which has only one Director), and he or any firm of which he is a member may act in a professional capacity for the Company in conjunction with his office of Director, for such period and on such terms (as to remuneration and otherwise) as the Directors may determine. No Director or intending Director shall be disqualified by his office from contracting with the Company, nor shall any contract or arrangement entered into by or on behalf of the Company in which any Director or intending Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit, remuneration or other benefits of such Director holding that office, or of any fiduciary relationship thereby established.
95. A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract (being a contract of significance in relation to the Company's business) with the Company shall declare the nature of his interest in accordance with the provisions of the Act. A general notice given to the Directors by a Director to the effect that he is a member of a specified company or firm, and is to be regarded as interested in any contract, arrangement or dealing which may, after the date of the notice, be entered into or made with that company or firm, shall, for the purposes of this Article, be deemed to be a sufficient disclosure of interest in relation to any contract, arrangement or dealing so entered into or made.
96. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be taken into account in determining a quorum when any such contract or arrangement is under consideration.
97. A Director may hold office as a director in or as manager of any other company in which the Company is a shareholder or is otherwise interested, and (subject to any agreement with the Company to the contrary) shall not be liable to account to the Company for any remuneration or other benefits receivable by him from such other company. The Board may exercise the voting power conferred by the shares in any company held or owned by the Company in such manner and in all respects as the Board thinks fit (including the exercise thereof in favour of any

resolution appointing the Directors or any of them directors of such company or voting or providing for the payment of remuneration to the directors of such company) and any Director of the Company may vote in favour of the exercise of such voting rights other than his own appointment or the arrangement of the terms thereof, in manner aforesaid.

MANAGING DIRECTORS AND OTHER APPOINTMENTS

98. The Directors may, from time to time, appoint one or more of their number to be Managing Director or Joint Managing Director of the Company, or to hold such office in the management, administration or conduct of the business of the Company as they may decide, and upon such terms and for such remuneration as the Directors shall think fit. Where an appointment is for a fixed term, such term may not exceed Five Years. The Directors may also, from time to time (subject to the provisions of any agreement between him or them and the Company) remove him or them from office, and appoint another or others in his or their place or places.
99. A Managing Director or a Joint Managing Director (subject to the provisions of any agreement between him as Managing Director or a Joint Managing Director and the Company) shall be subject to the same provisions as to resignation and removal as the other Directors of the Company, and shall *ipso facto* and immediately cease to be Managing Director or Joint Managing Director if he shall cease to hold the office of Director.
100. A Managing Director shall at all times be subject to the control of the Directors, but subject thereto the Directors may, from time to time, entrust to and confer upon any Managing Director, Joint Managing Director or Director holding any other office in the management, administration or conduct of the business of the Company, such of the powers exercisable under these Articles by the Directors as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as they may consider expedient, and may confer such powers collaterally with, or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

PROCEEDINGS OF DIRECTORS

101. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined by the Board, two Directors shall constitute a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote. A Director or the Secretary may, at any time, summon a meeting of the Directors.

Where a company only has only one director, he may pass a resolution by recording it and signing the record.

102. Notice of a meeting of Directors shall be deemed to be duly given to a Director if it is given to him personally in writing or by word of mouth or sent to him at his last known address or any other address given by him to the Company for this purpose. A Director may waive notice of any meeting and any such waiver may be retrospective.
103. The Directors may elect a Chairman of the Board and determine the period for which he is to hold office; but if no such Chairman be elected, or if at any meeting the Chairman be not present within fifteen minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting.
104. (a) A resolution in writing signed or approved by letter, telex, facsimile, telegram or by other means of tele-communication or electronic mail by the sole director or a simple majority of the Directors for the time being shall be as effective for all purposes as a resolution of the Directors passed at a meeting duly convened, held and constituted. A written notification of confirmation of such resolution in writing sent by a Director shall be deemed to be his

signature to such resolution in writing for the purposes of this Article. Such resolution in writing may consist of several documents, each signed by one or more Directors.

- (b) Any Director or member of a committee of Directors may participate in a meeting of the Directors or such committee by means of a telephone or other audio communications equipment whereby all persons attending or participating the meeting can hear each other. The person or persons participating the meeting in the aforesaid manner shall be deemed for all purposes to be present in person at such meeting.
- 105. A meeting of the Directors at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Directors generally. Where a company only has one director, that Director may make a declaration required or authorised to be made under the Act by recording the declaration and signing the record; and such recording and signing of the declaration satisfies any requirement in the Act that the declaration be made at a meeting of the directors.
- 106. The Directors may, from time to time, appoint committees consisting of such persons as they think fit, and may delegate any of their powers to any such committee and, from time to time, revoke any such delegation and discharge any such committee wholly or in part. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may, from time to time, be imposed upon it by the Directors. Any such committee shall be properly constituted even if it consists of one person.
- 107. The meetings and proceedings of any such committee shall be governed *mutatis mutandis* by the provisions of these Articles regulating the meetings and proceedings of the Directors insofar as the same are not superseded by any regulations made by the Directors under the last preceding Article.
- 108. All acts done bona fide by any meeting of the Directors or of a committee of Directors, or by any persons acting as Directors, shall, notwithstanding that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, or had vacated office, be as valid as if every such person had been duly appointed and was qualified and continued to be a Director.

MINUTES

- 109. The Directors shall cause to be entered and kept in books provided for the purpose minutes of the following:
 - (a) all appointments of officers;
 - (b) the names of the Directors and any alternate Director who is not also a Director present at each meeting of the Directors and of any committee of Directors;
 - (c) all orders made by the Directors and committees of Directors; and
 - (d) all resolutions passed by written means and proceedings of general meetings and meetings, resolutions and declarations of the Directors and committees.

Any such minutes of any meeting of the Directors, or any committee, or of the Company, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting shall be receivable as prima facie evidence of the matters stated in such minutes.

THE SEAL

- 110. The Directors shall provide for the safe custody of the seal, which shall only be used by the authority of the directors or of a committee of the directors authorised by the directors in that

behalf, and every instrument to which the seal is affixed shall be signed by a director or any other person so authorized from time to time by resolution of directors for the purpose.

111. The Company may exercise all the powers of having official seals conferred by the Act and such powers shall be vested in the Directors.

SECRETARY

112. The Company shall have a Secretary. The Secretary and any joint secretaries or deputy or assistant secretary or secretaries may be appointed by the Directors for such term, at such remuneration and upon such conditions as the Directors may think fit and the Secretary and any joint secretaries or deputy or assistant secretary so appointed may at any time be removed from office by the Directors. A Director may be the Secretary except where the Company has only one Director.
113. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

DIVIDENDS AND RESERVES

114. The Company may by ordinary resolution declare dividends but no such dividend shall exceed the amount recommended by the Directors.
115. The Directors may, if they think fit, from time to time, pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company. If at any time the share capital of the Company is divided into different classes, the Directors may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferred rights as well as in respect of those shares which confer on the holders thereof preferential or special rights in regard to dividend, and provided that the Directors act bona fide they shall not incur any responsibility to the holders of shares conferring a preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferred rights. The Directors may also pay at half-yearly or at other suitable intervals to be settled by them any dividend which may be payable at a fixed rate if they are of the opinion that the profits justify the payment. For the purposes of this Article, any of the Company's issued share capital held as treasury shares and the Company as holder of these treasury shares shall be disregarded.
116. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.
117. No dividend shall be payable except out of the profits of the Company, and no dividend shall bear interest as against the Company.
118. The Directors may retain any dividend or other monies payable on or in respect of a share on which the Company has a lien, and may apply the same in or towards satisfaction of the debts and liabilities in respect of which the lien exists.
119. Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Directors, may specify that the same shall be payable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable to them in accordance with their respective holdings so

registered, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares. The provisions of this Article shall *mutatis mutandis* apply to capitalisations to be effected in pursuance of these Articles. For the purposes of this Article, any of the Company's issued share capital held as treasury shares and the Company as holder of these treasury shares shall be disregarded.

120. Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid pro rata according to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purposes of this Article no amount paid on a share in advance of calls shall be treated as paid on the share.
121. Unless otherwise directed, any dividend or other monies payable in cash on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled, or, in the case of joint holders, to the registered address of that one whose name stands first on the register in respect of joint holding, or addressed to such person at such address as the holder or joint holders shall direct. The Company shall not be liable or responsible for any cheque or warrant lost in transmission nor for any dividend or other monies lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant. Payment of the cheque or warrant by the banker on whom it is drawn shall be a good discharge to the Company.
122. The Directors may, with the sanction of the Company in general meeting, distribute in specie or in kind among the members in satisfaction in whole or in part of any dividend any of the assets of the Company, and in particular any shares or securities of other companies to which the Company is entitled.
123. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed, and all dividends unclaimed for two years after having been declared may be forfeited by the Directors and shall revert to the Company. The payment into a separate account of any monies payable in respect of a share shall not constitute the Company a trustee in respect thereof for any person.

CAPITALISATION OF RESERVES ETC.

124. The Company in general meeting may upon the recommendation of the Directors resolve to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sums be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions, on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures or other obligations of the Company to be allotted and distributed credited as fully paid-up to and amongst such members in the proportions aforesaid, or partly in one way and partly in the other, and the Directors shall give effect to such resolution.
125. Whenever such a resolution as aforesaid shall have been passed, the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto.
126. For the purpose of giving effect to any resolution under Articles 122 and 124 hereof the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of such value as the Directors may determine may be

disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalised fund as may seem expedient to the Directors. The provisions of the Act in relation to the filing of contracts for allotment shall be observed, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to share in the appropriation and distribution, and such appointment shall be effective and binding upon all concerned, and the contract may provide for the acceptance by such persons of the shares or debentures to be allotted and distributed to them respectively in satisfaction of their claims in respect of the sum so capitalised.

ACCOUNTS AND AUDITORS

127. (a) The Directors shall cause proper and true books of account to be kept of all sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure take place; of all sales and purchases of goods by the Company; and of the assets and liabilities of the Company and of all other matters necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.
- (b) The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.
128. The Directors shall from time to time, in accordance with the provisions of the Act, cause to be prepared, circulated and to be laid before the Company in general meeting such Profit and Loss Accounts, Balance Sheets, Group Accounts (if any) and Reports as are required by the Act.
129. Auditors shall be appointed and their duties regulated in the manner provided by the Act.

NOTICES

130. Any notice or other document may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter, envelope or wrapper addressed to such member at his registered address, and, in any case where the registered address of a member is outside Singapore, by prepaid airmail or transmitted by electronic communication to an address used for electronic communication. The signature to any notice to be given by the Company may be written or printed.
131. Each member shall, from time to time, notify in writing to the Company some place which shall be deemed his registered address within the meaning of the last preceding Article.
132. Any notice sent by post shall be deemed to have been served in the case where the member's registered address is in Singapore at the expiration of 24 hours after the letter, envelope or wrapper containing the same was posted in Singapore and in any other case on the fifth day after the day of posting. In proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put in the post as a prepaid letter.
133. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within Singapore supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

134. Notice of every general meeting shall be given in any manner hereinbefore authorised to:
- (a) every member except those members who (having no registered address within Singapore) have not supplied to the Company an address within Singapore for the giving of notices to them (For the purposes of this Article, any of the Company's issued share capital held as treasury shares and the Company as holder of these treasury shares shall be disregarded.);
 - (b) every person entitled to a share in consequence of the death or bankruptcy of a member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting; and
 - (c) the Auditors for the time being of the Company (if any)

No other person shall be entitled to receive notices of general meetings.

135. Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid letter, envelope or wrapper, addressed to the Company or to such officer at the Office.
136. Subject to any special provisions contained in these Articles or in the Act, all notices required to be given by advertisement shall be advertised in at least one daily newspaper in Singapore.
137. In reckoning the period for any notice given under these Articles, the day on which notice is served, or deemed to be served and the day for which such notice is given shall be excluded.

WINDING UP

138. If the Company shall be wound up, the surplus assets remaining after payment to all creditors shall be divided among the members in proportion to the capital which at the commencement of the winding up is paid up on the shares held by them respectively, and if such surplus assets shall be insufficient to repay the whole of the paid-up capital, they shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up at the commencement of the winding up on the shares held by them respectively. This Article is, however, to be subject to the rights of any shares which may be issued on special terms or conditions.
139. If the Company shall be wound up the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

140. Subject to the Act, every Director, Managing Director, agent, auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in relation to the Company in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 391 of the Act in which relief is granted to him by the court.

(signature page follows)

Name, Address and Description of Subscriber

Kuok Khoon Hong
as Authorised Representative for
WILMAR INTERNATIONAL LIMITED
56 Neil Road Singapore 088830

Corporation



DATED this 28th day of August 2012

WITNESS to the above signature:



Tan Tiang Soon Colin
56 Neil Road
Singapore 088830

Company Secretary



059242

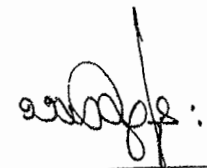


Embassy of the Republic of the Union of Myanmar
Singapore

No. 0199 / 37 24 / 2017

Date: 8 March 2017

Seen at the Embassy of the Republic of the Union of Myanmar in Singapore, and certified that the signature appearing at the foot of the annexed document is the signature of Lai Wai Leng , Deputy Director , Singapore Academy of Law, Republic of Singapore.


8/3

(for) Ambassador
(Thet Tun, Minister Counsellor)



SINGAPORE ACADEMY OF LAW

AUTHENTICATION CERTIFICATE

I hereby certify that –

Janet Wee-Tan Mei Yin is a duly appointed Notary Public practising in Singapore, and that the signature appearing at the foot of the annexed Notarial Certificate dated 3rd March 2017, is the signature of the said Janet Wee-Tan Mei Yin.

This Certificate is not valid if the seal of the Singapore Academy of Law is removed or altered in any way whatsoever. This Certificate does not authenticate or confirm the content of the Document attached to the annexed Notarial Certificate.

Dated this 3rd day of March 2017.

LAI WAI LENG
DEPUTY DIRECTOR
SINGAPORE ACADEMY OF LAW

17030517

Certified true signature



7 MAR 2017

MOHAMAD FAZUDDIN

1 Supreme Court Lane, Level 5M, Singapore 178879

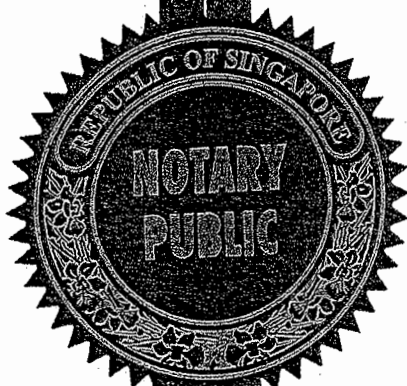
Tel: +65 6332 4388 | Fax: +65 6334 4940 | Website: <http://www.sal.org.sg>

TO ALL WHOM THESE PRESENTS SHALL COME I,
JANET WEE-TAN MEI YIN, NOTARY PUBLIC, duly
authorised and appointed, practising in the Republic
of Singapore do hereby certify that the photocopy of
the Certificate Confirming Incorporation of Company
of WILMAR-HWAYUAN PTE. LTD. annexed hereto is a
true copy of the original issued by the Accounting and
Corporate Regulatory Authority (ACRA) of Singapore.

IN FAITH AND TESTIMONY whereof I have hereunto
subscribed my name and affixed my Seal of office at
Singapore this 3rd day of March 2017.



NOTARY PUBLIC
SINGAPORE



Company No: 201216639K

CERTIFICATE CONFIRMING INCORPORATION OF COMPANY

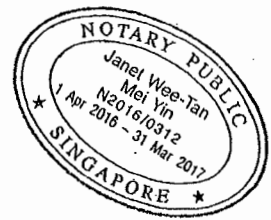
This is to confirm that WILMAR-HWAYUAN PTE. LTD. is incorporated under the Companies Act (Cap 50), on and from 05/07/2012 and that the company is a PRIVATE COMPANY LIMITED BY SHARES.

GIVEN UNDER MY HAND AND SEAL ON 06/07/2012.



**LINDA LEE
ASSISTANT REGISTRAR
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE**





059241



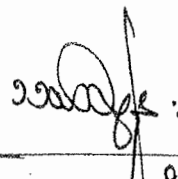


Embassy of the Republic of the Union of Myanmar
Singapore

No. 0209 / 37 24 / 2017

Date: 8 March 2017

Seen at the Embassy of the Republic of the Union of Myanmar in Singapore, and certified that the signature appearing at the foot of the annexed document is the signature of Lai Wai Leng , Deputy Director , Singapore Academy of Law, Republic of Singapore.


8/3

(for) Ambassador
(Thet Tun, Minister Counsellor)



SINGAPORE ACADEMY OF LAW

AUTHENTICATION CERTIFICATE

I hereby certify that –

Janet Wee-Tan Mei Yin is a duly appointed Notary Public practising in Singapore, and that the signature appearing at the foot of the annexed Notarial Certificate dated 3rd March 2017, is the signature of the said Janet Wee-Tan Mei Yin.

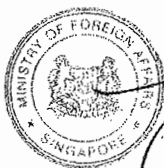
This Certificate is not valid if the seal of the Singapore Academy of Law is removed or altered in any way whatsoever. This Certificate does not authenticate or confirm the content of the Document attached to the annexed Notarial Certificate.

Dated this 3rd day of March 2017.

LAI WAI LENG
DEPUTY DIRECTOR
SINGAPORE ACADEMY OF LAW

17030516

Certified true signature

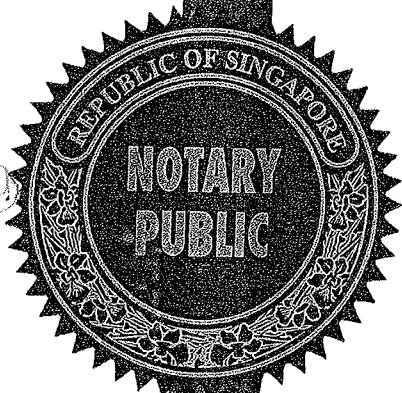


7 MAR 2017
MOHAMAD FAZUDDIN

TO ALL WHOM THESE PRESENTS SHALL COME I,
JANET WEE-TAN MEI YIN, NOTARY PUBLIC, duly
authorised and appointed, practising in the Republic
of Singapore do hereby certify that the photocopy of
the Certificate Confirming Incorporation of Company
of WILMAR INVESTMENT HOLDINGS PTE. LTD.
annexed hereto is a true copy of the original issued by
the Accounting and Corporate Regulatory Authority
(ACRA) of Singapore.

IN FAITH AND TESTIMONY whereof I have hereunto
subscribed my name and affixed my Seal of office at
Singapore this 3rd day of March 2017.


NOTARY PUBLIC
SINGAPORE

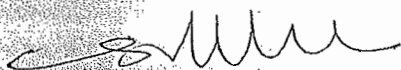


Company No: 201221334H

CERTIFICATE CONFIRMING INCORPORATION OF COMPANY

This is to confirm that WILMAR INVESTMENT HOLDINGS PTE. LTD. is incorporated under the Companies Act (Cap 50), on and from 28/08/2012 and that the company is a PRIVATE COMPANY LIMITED BY SHARES.

GIVEN UNDER MY HAND AND SEAL ON 29/08/2012.



CHUA SIEW YEN
ASSISTANT REGISTRAR
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE





059242

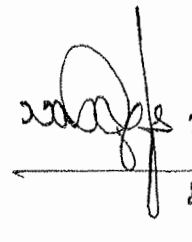


**Embassy of the Republic of the Union of Myanmar
Singapore**

No. 0208 / 37 24 / 2017

Date: 8 March 2017

Seen at the Embassy of the Republic of the Union of Myanmar in Singapore, and certified that the signature appearing at the foot of the annexed document is the signature of Lai Wai Leng , Deputy Director , Singapore Academy of Law, Republic of Singapore.



Handwritten signature of Lai Wai Leng, with the date 8/3 written below it.

(for) Ambassador
(Thet Tun, Minister Counsellor)



SINGAPORE ACADEMY OF LAW

AUTHENTICATION CERTIFICATE

I hereby certify that –

Janet Wee-Tan Mei Yin is a duly appointed Notary Public practising in Singapore, and that the signature appearing at the foot of the annexed Notarial Certificate dated 3rd March 2017, is the signature of the said Janet Wee-Tan Mei Yin.

This Certificate is not valid if the seal of the Singapore Academy of Law is removed or altered in any way whatsoever. This Certificate does not authenticate or confirm the content of the Document attached to the annexed Notarial Certificate.

Dated this 3rd day of March 2017.

LAI WAI LENG
DEPUTY DIRECTOR
SINGAPORE ACADEMY OF LAW

17030516



Certified true signature

MOHAMAD FAZUDDIN

7 MAR 2017

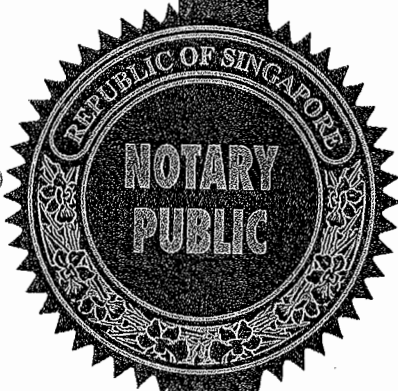
1 Supreme Court Lane, Level 5M, Singapore 178879

Tel: +65 6332 4388 | Fax: +65 6334 4940 | Website: <http://www.sal.org.sg>

TO ALL WHOM THESE PRESENTS SHALL COME I,
JANET WEE-TAN MEI YIN, NOTARY PUBLIC, duly
authorised and appointed, practising in the Republic
of Singapore do hereby certify that the photocopy of
the Certificate Confirming Incorporation of Company
of WILMAR INVESTMENT HOLDINGS PTE. LTD.
annexed hereto is a true copy of the original issued by
the Accounting and Corporate Regulatory Authority
(ACRA) of Singapore.

IN FAITH AND TESTIMONY whereof I have hereunto
subscribed my name and affixed my Seal of office at
Singapore this 3rd day of March 2017.


NOTARY PUBLIC
SINGAPORE

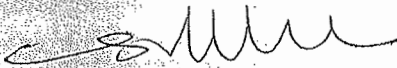


Company No: 201221334H

CERTIFICATE CONFIRMING INCORPORATION OF COMPANY

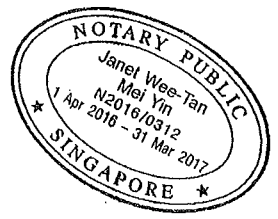
This is to confirm that **WILMAR INVESTMENT HOLDINGS PTE. LTD.** is incorporated under the Companies Act (Cap 50), on and from **28/08/2012** and that the company is a **PRIVATE COMPANY LIMITED BY SHARES**.

GIVEN UNDER MY HAND AND SEAL ON 29/08/2012.



CHUA SIEW YEN
ASSISTANT REGISTRAR
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE





059242




015476

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန
ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ်၂၃၂၉.../ ၂၀၁၅-၂၀၁၆ (ရက)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရတန်ဖိုး ထောက်ပံ့ရေး ကုမ္ပဏီ လီမိတက်
.....အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက်
ကုမ္ပဏီအဖြစ် ၂၀၁၅ ခုနှစ် အောက်တိုဘာလ၊ ၁၃ ရက်နေ့တွင် မှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။


ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)
/ (နီလာမူ ၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန


THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION

NO.2129..... of 2015-2016 (YGN)

I hereby certify thatVALUE SUPPLIES COMPANY LIMITED.....
.....is this day incorporated
under the Myanmar Companies Act and that the company is Limited.

Given under my hand at Yangon thisTHIRTEENTH.....day
ofOCTOBER.....TWO THOUSAND AND FIFTEEN.....


For Director General
/ (Nilar Mu , Director)
Directorate of Investment and Company Administration

ကုမ္ပဏီနှင့်သက်ဆိုင်သည့်အချက်အလက်များ

- (က) အုပ်ချုပ်မှုဒါရိုက်တာအမည်၊ ဦးသန်းမြင့်(ခ) နော်ထင်အိန်..(၁၂/လမက(နိုင်)၀၂၇၇၇၂)
- (ခ) ကုမ္ပဏီ ရုံးခန်းလိပ်စာ၊ အမှတ်(၄၅/၄၆)၊ ဗဟိုစည်အိမ်ရာ၊ သမ်အတော်မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။.....
- (ဂ) ဆက်သွယ်ရန် ဖုန်းနံပါတ်၊ ၀၁-၂၂၉၂၃၄.....
- (ဃ) ဒါရိုက်တာများ အမည်စာရင်း-(၁). ဦးမောင်ကျေး(ခ)ထိကာကျေး.....
 ၁၂/လသန(နိုင်)၀၁၈၁၇၄
 (၂) ဦးမြင့်မော်
 ၁၂/ပတေ(နိုင်)၀၂၃၆၉၁

- မှတ်ချက် ။
- (၁) ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည်မှတ်ပုံတင်ရက်စွဲ(၁၃-၁၀-၂၀၁၅)မှ (၁၂-၁၀-၂၀၂၀)ရက်နေ့အထိ(၅)နှစ်သက်တမ်းအတွက်သာ ဖြစ်သည်။ သက်တမ်း မကုန်ဆုံးမီ (၃)လအလိုတွင် သက်တမ်းတိုးရန် ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာနသို့ လျှောက်ထား ရမည်။
 - (၂) ကုမ္ပဏီ အနေဖြင့် သင်းဖွဲ့မှတ်တမ်းတွင်အဆိုပြု တင်ပြထားသော လုပ်ငန်းရည်ရွယ်ချက်များကိုသာ လုပ်ကိုင်ရမည်။
 - (၃) သင်းဖွဲ့မှတ်တမ်းပါ ရည်ရွယ်ချက်များသည် သက်ဆိုင်ရာ ပြည်ထောင်စုဝန်ကြီးဌာန၏ တည်ဆဲဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်း များနှင့်အညီ ခွင့်ပြုချက် ရရှိမှသာ ဆောင်ရွက်ခွင့် ရှိမည် ဖြစ်ပါသည်။
 - (၄) လုပ်ငန်းရည်ရွယ်ချက် ပြောင်းလဲ လုပ်ကိုင်လိုပါက ပြောင်းလဲ လုပ်ကိုင်လိုသည့် လုပ်ငန်း ရည်ရွယ်ချက်များအား သင်းဖွဲ့မှတ်တမ်းတွင် ပြင်ဆင်မှတ်ပုံတင်ရန်အတွက် ဒါရိုက်တာအဖွဲ့(BOD)၏ အထူး အစည်းအဝေး ဆုံးဖြတ်ချက် မှတ်တမ်းနှင့်အတူ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာန သို့ လျှောက်ထား ရမည် ။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)
 (သင်းသင်းမြတ် ၊ ဒုတိယညွှန်ကြားရေးမှူး)

ကုမ္ပဏီ၏ တရားဝင်တည်နေရာအကြောင်းကြားစာ

သို့

ညွှန်ကြားရေးမှူးချုပ်
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာန
အမျိုးသားစီမံကိန်းနှင့်စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ရက်စွဲ၊ ၂၀၁၅ ခုနှစ်၊ ကဆုန်လ၊ ၁၂ ရက်

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပါပြဋ္ဌာန်းချက်များအရ ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု

ဦးစီးဌာနတွင်ဖွဲ့စည်း မှတ်ပုံတင်ခဲ့သော တန်ဖိုး ထောက်ပံ့ရေး ကုမ္ပဏီ လီမိတက်

၏ တည်နေရာကိုအောက်ပါအတိုင်းတင်ပြမှတ်ပုံတင်အပ်ပါသည် -

ရုံးခန်းတည်နေရာ အမှတ်-၄၅/၄၆၊ ဗဟိုစည်အိမ်ရာ၊ လမ်းမတော်မြို့နယ်၊ရန်ကုန်တိုင်းဒေသကြီး

ဖုန်းနံပါတ် ၀၁-၂၂၉၂၃၄

ဖက်စ်နံပါတ်

E-Mail

လက်မှတ်

အဆိုပြုဒါရိုက်တာအမည် ဦး သန်းမြင့် (ခ) ခေါ်တင်အိန်

နိုင်ငံသားစိစစ်ရေးအမှတ် ၁၂/လမတ(နိုင်)၀၂၇၇၇၂

ကုမ္ပဏီအမည် တန်ဖိုး ထောက်ပံ့ရေး ကုမ္ပဏီ လီမိတက်

တန့်ဖိုး ထောက်ပံ့ရေး ကုမ္ပဏီ လီမိတက်

သင်းဖွဲ့မှတ်တမ်း

သင်းဖွဲ့စည်းချဉ်းများ



Memorandum Of Association

Articles Of Association

OF

VALUE SUPPLIES COMPANY LIMITED

THE MYANMAR COMPANY ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

VALUE SUPPLIES COMPANY LIMITED



- I. The name of the Company is **VALUE SUPPLIES COMPANY LIMITED**
- II. The registered office of the Company will be situated in the Union of Myanmar.
- III. The liability of the members is limited.
- IV. The authorised capital of the Company is Ks- **5000000000** /-(Kyats
Five Thousand Million Only) divided into **(500000**)
shares of Ks. **10000.00** /-(Kyats **Ten Thousand** Only)
each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

(1) The Objective for which the Company is established are:-



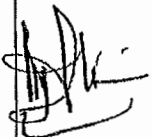
1. Agricultural and farm produces.
2. Forest products and value-added wood-based products.
3. Animal by-products and Animal feed.
4. Marine products.
5. Fertilizer and insecticides.
6. Chemicals and dyes.
7. Factory utensils and raw material.
8. Household goods.
9. Personal goods.
10. Construction materials and paints.
11. Electrical and electronic products.
12. Vehicles, Machinery and spares.
13. Tools and implement.
14. Medicines and medical equipment.
15. Foodstuff and general merchandise.
16. Textile and garment.
17. Paper, stationery and photographic stores.
18. Office equipment and educational supplies.
19. Growing, producing, harvesting, preserving, packing, milling and manufacturing of agricultural and farm products.
20. Felling, extracting (with the permission from the authorities concerned) milling, manufacturing, preserving and seasoning of timber(excluding-teak) and forest products.
21. Livestock breeding, processing and canning of livestock products.
22. Finishing, preserving, milling, canning and processing of marine products.
23. Producing fertilizers, insecticides and animal feeds.
24. Manufacturing of personal goods.
25. Manufacturing of household goods.
26. Manufacturing of vehicles, machineries and spares.
27. Manufacturing of arts and crafts, lacquerwares and furniture.
28. Manufacturing of construction materials and paints.
29. Manufacturing of factory utensils.
30. Manufacturing of electrical and electronic goods.
31. Manufacturing of textile, garments and clothing.
32. To carry on the business of exploration, exploitation, production, processing of minerals and marketing of its products with the permission of the Government.
33. All kinds of agency business, technical consultants, business consultants, management consultants and advisory services.
34. Advertising and its agency business.
35. Business of entertainments and related activities.
36. Business of all kinds of medical services.
37. Business of transportation (except railways and airways)
38. Business of printing and publishing.
39. Business of surveying and inspection.
40. Business of feasibility study on new projects, projects formulation, project appraisal and project evaluation.
41. Business of Account writing, Auditing and legal advisory services.
42. Business of servicing, maintenance of repairing of all kinds of vehicles and machines.
43. Business of installation, maintenance and renovation of electrical and electronic goods.
44. Construction.
45. Gems.
46. Travel And Tours.
47. Hotels
48. Micro Finance

(2) to borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manners that the Company shall think fit.

proviso:- Provided that the Company shall not exercise any of the above objects whether in the Republic of the Union of Myanmar or elsewhere, save in so far as it may be entitled so as to do in accordance with the Laws, Orders and Notifications in force from time to time and then only subject to such permission and or approvals as may be prescribed by the Laws, Orders and Notifications of the Republic of the Union of Myanmar for the time being in force.

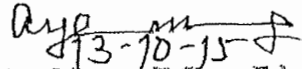
(3)

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of Shares taken	Signatures
1	U Than Myint @ Khaw Tin Eain Merchant No.45/A, Pyay Road, Ward No.11, Hlaing Township, YANGON	12/LAMATA(NAING)027772	42500	
2	U Tee Kar Kway @ Maung Kyay Merchant No.C-4, Pin Shwe Nyaung Street, Tamwekalay Ward, Tamwe Township, YANGON	12/LATHANA(NAING)018174	42500	
3	U Myint Maw Merchant No.403, Khayaymyaing Street, 23-Ward, Thuwuna, Thingangyun Township, YANGON	12/PAZATA(NAING)023691	15000	

Dated the 13th day of October, 2015.

It is hereby certified that the persons mentioned above put their signatures in my presence.


U Aye Maung, B.Com., B.L.,
Advocate & Notary Public.,
No. 363 (1 st Floor) Merchant Street,
Yangon. Tel: 386976

Articles Of Association

3. The Authorised Capital of the Company is Ks. 5000000000 /-(Kyats Five Thousand Million only) divided into (500000) shares of Ks 10000.00 /-(Kyats Ten Thousand only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.
4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.
5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognized by the Directors.

(5)

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made upon him to the persons, and at the times and places appointed by the Directors. A call may be made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and not more than (20).

The First Directors shall be:-

(1) U Than Myint @ Khaw Tin Eain

(2) U Tee Kar Kway@ Maung Kyay

(3) U Myint Maw

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.
9. The qualification of Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.
10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.
12. Any Director may at any time summon a meeting of Directors.
13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

- (1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit: also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.
- (2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being,
- (3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up there on as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged up on all or any part of the property of the Company and its uncalled capital or not so charged.
- (4) To secure the fulfillment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.
- (5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and, to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.
- (6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided. Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

- (1) ~~all sums of money received and expended by the Company and the matters~~
in respect of which the receipts and expenditures take place;
- (2) *all sales and purchases of goods by the Company;*
- (3) *all assets and liabilities of the Company.*

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.



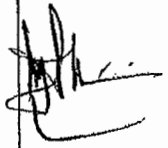
INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING - UP

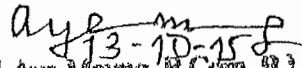
24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of Shares taken	Signatures
1	U Than Myint @ Khaw Tin Eain Merchant No.45/A, Pyay Road, Ward No.11, Hlaing Township, YANGON	12/LAMATA(NAING)027772	42500	
2	U Tee Kar Kway @ Maung Kyay Merchant No.C-4, Pin Shwe Nyaung Street, Tamwekalay Ward, Tamwe Township, YANGON	12/LATHANA(NAING)018174	42500	
3	U Myint Maw Merchant No.403, Khayaymyaing Street, 23-Ward, Thuwuna, Thingangyun Township, YANGON	12/PAZATA(NAING)023691	15000	

Dated the 13th day of October, 2015.

It is hereby certified that the persons mentioned above put their signatures in my presence.


U Aye Maung, B.Com., B.L.,
Advocate & Notary Public.,
No. 563 (1 st Floor) Merchant Street,
Yangon, Tel: 386976

Annex III

**Copies of National Registration Card or Passport of the Directors of WIH and
Value Supplies and their respective representatives**

နိုင်ငံသားစိစစ်ရေးကတ်ပြား



အမှတ် ၁၂/လသာနယ်(၁)ဝေသာခရိုင်
 ရက်စွဲ ၂၀.၁၂.၀၄
 အမည် ဟိကာလွယ်(မ)ဦးစစ်မကား
 ခေပ်အမည် ဦးစစ်မကားလွယ်ခင်ရှင်
 မွေးသက္ကရာဇ် ၂.၄.၁၉၅၄
 လူမျိုး/တာဝန် အမျိုးသမီး / မြန်မာနိုင်ငံသား
 အရပ် ၁၂/၁၄ သွေးစုစိစစ်
 ထင်ရှားသည့်အမှတ်အသား ၁၁/၁၂/၀၄

ထုတ်ပေးသူလက်မှတ်
 အမည်
 ရာထူး

အမှတ်စဉ် D 115651

ထက်သန်ကတ်ပြားအမှတ်



အလုပ်အကိုင် အခြေအနေအထား
 နေရပ်လိပ်စာ အမှတ် ၁၂/လသာနယ်(၁)ဝေသာခရိုင်
 ၁၂/၁၄ ပြည်သူ့အသင်း
 သက်တမ်း ၁၂/၁၄
 ထိုးပြလက်မှတ်

၁။ ဤကတ်ပြားကို အပြုစောင်ထားရမည်။
 ၂။ ရောက်သောပျက်စီးသည်အခါထက်စိုင့်ရာ ရှိစေရန်။ မြို့နယ်လှုပ်ပျက်ကြီးကြပ်ရေး
 နှင့် အမျိုးသားမှတ်ပုံတင်ရေးဦးစီးဌာနမှ ရုံးသို့ သတင်းပို့ ရမည်။
 ၃။ ဤလက်မှတ်ကိုအသက်(-)နှစ်ပြည့်လျှင် လဲလှယ်ရမည်။ ပျက်ကွက်ပါက
 အရေးယူခြင်းခံရမည်။

၁၄၈၆

ရက်စွဲ: ၁၉၆၈

ကဏ္ဍ: ခန္ဓာဗျူဟာ၊ ခန္ဓာဗျူဟာ၊ ခန္ဓာဗျူဟာ၊ ခန္ဓာဗျူဟာ၊ ခန္ဓာဗျူဟာ၊

[illegible]

၁၇၆၇ ခုနှစ်၊ ဇူလိုင်လ ၁ ရက်

အရပ် ဟိုဒါ... ဆွေထွန်း ရွှေဝါ...

[illegible]

100

1998

0421853

KYN, 090026

ပြင်ပကောသိလ

တစ်သိန်း

နေရပ်ရပ်ကပ်ကပ်၊ ခင်ရပ်၊ ဖြူလှေလှေ။

၂၃ ဂုဏ်ထူး (၁၃၁၁) ခု

1990

... ..

1990

မှန်ကန်သော အချက်အလက်များကို အခြေပြု၍ အကဲဖြတ်နိုင်ရန် အရေးကြီးပါသည်။

နိုင်ငံသားစိစစ်ရေးကတ်ပြား

အမှတ် ၁/လမက(၁၆) ၀၂၇၇၂

ရက်စွဲ ၁၆.၁၀.၁၂

အမည် ဦး သန်းမြင့် (မ) ခေါ် တင့်ဒီနီ

ဖခင်အမည် ဦး ရွှန်းစိန်

မွေးသက္ကရာဇ် ၁၁.၁၁.၁၉၄၈

လူမျိုး/ဘာသာ တရုတ် / ဗုဒ္ဓ

အရပ် ၁၆" ဆေးဇာပ်စု စော

ထင်ရှားသည့်အမှတ်အသား ဦး ခေါင်းတွင်

ရာထူး အမှုထမ်း

စာမာဂ္ဂဝတ်စုံ

အမှတ်စဉ် T619290 ပဏ္ဍိတ ၃၇၆၁/၇၂

သက်တမ်းကုန်ပြားအမှတ် ၂၂.၈.၇၄

နိုင်ငံရေး အဖွဲ့

အလုပ်အကိုင် ကျွန်ုပ်တို့

နေရပ်လိပ်စာ ၄၁. A. ဗြူနိုလမ်း

၁၁၇၄ ကွက် ၁ ဂျီ. ဗြူနိုလမ်း

ထိုးပြလက်မှတ်

၁။ ဤကတ်ပြားကို အမြဲဆောင်ထားရမည်။

၂။ ချောက်ဆုံးပုတ်ငါးသည့်အခါ သက်တမ်းကုန်ပြားနှင့် မြို့နယ်လုပ်ငန်းကြပ်ရေးနှင့် အမျိုးသားမှတ်ပုံတင်ရေးဦးစီးဌာနမှ ရုံးသို့ သတင်းပို့ရမည်။

၃။ ဤလက်မှတ်ကို အသက် () နှစ်ပြည့်လျှင် လဲလှယ်ရမည်။ မှန်ကွက်ပါက အရေးလွှဲပြောင်းရမည်။



Sex	Nationality
M	SINGAPORE CITIZEN
Date of birth	Place of birth
30 APR 1949	MALAYSIA
Date of issue	Date of expiry
20 JUN 2016	20 MAR 2022
Modifications	Authority
SEE PAGE 2	MINISTRY OF HOME AFFAIRS
National ID No	
S2507689C	

PASGPKUOK<<KHONG<HONG<<<<<<<<<<<<<<<<<<<<<<<<<<<<
E6111951C6SGP4904302M2203207S2507689C<<<<<98

Sex	Nationality
M	SINGAPORE CITIZEN
Date of birth	Place of birth
25 FEB 1964	SINGAPORE
Date of issue	Date of expiry
16 APR 2015	16 JAN 2021
Modifications	Authority
SEE PAGE 2	MINISTRY OF HOME AFFAIRS
National ID No	
S1642848E	



PASGPPUA<<SECK<GUAN<<<<<<<<<<<<<<<<<<<<<<
E5490650N4SGP64Q2259M2101163S1642848E<<<<<38

IMPORTANT NOTES

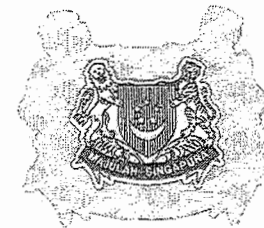
1. This passport is the property of the Singapore Government and may be withdrawn at any time. It should not be mailed or allowed to pass to an unauthorised person. It should be kept in a safe place when not in use.
2. The possession of this passport does not exempt you from having to comply with the rules and regulations of any country or from having to obtain a visa when required.
3. If you lose your passport, you must report the loss immediately to Immigration & Checkpoints Authority or to the nearest Singapore mission abroad and to the local police. If you recover possession of your passport after a new one has been issued, you must surrender the recovered passport to Immigration & Checkpoints Authority for cancellation within 14 days. Failure to surrender such a recovered passport is an offence punishable by a fine or imprisonment or both.
4. When abroad, please register yourself with the nearest Singapore mission so that you may be contacted in the event of an emergency. You are requested to inform the mission prior to your departure from the country.

This passport contains a chip and antenna embedded in the data page.

PLEASE HANDLE WITH CARE

Signature of bearer

REPUBLIC OF SINGAPORE



The President of the Republic of Singapore requests all authorities to allow the Singapore citizen named in this passport to pass without delay or hindrance and, if necessary, to give all assistance and protection.

[illegible]

Type	Country Code	Passport No
PA	SGP	E3625420A

254

Sex	Nationality
F	SINGAPORE CITIZEN

Date of birth	Place of birth
13 DEC 1959	SINGAPORE

Date of issue	Date of expiry
04 JAN 2013	13 JUL 2018

Modifications SEE PAGE 2 Authority MINISTRY OF HOME AFFAIRS

National ID No.
S1347710H

PASGPTEO<<LA<MEI<<<<<<<<<<<<<<<<<<<<<
E3625420A0SGP5912133F1807136S1347710H<<<<<28

Type	Country Code	Passport No
PA	SGP	E4564161K

Name THOMAS JOSEPH LIM KIM GUAN
(LIN QINYUAN)

1364161r



Sex	Nationality
M	SINGAPORE CITIZEN
Date of birth	Place of birth
30 MAY 1974	SINGAPORE
Date of issue	Date of expiry
22 APR 2014	10 DEC 2019
Modifications	Authority
SEE PAGE 2	MINISTRY OF HOME AFFAIRS
National ID No	
S7416577Z	

E4564161K5SGP7405305M1912102S7416577Z<<<<68

Annex IV

Copies of Business Profile of Corporate Shareholders (WIH and Value Supplies)

INFORMATION RESOURCES

WHILST EVERY ENDEAVOR IS MADE TO ENSURE THAT INFORMATION PROVIDED IS UPDATED AND CORRECT. THE AUTHORITY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE OR LOSS THAT MAY BE CAUSED AS A RESULT OF ANY ERROR OR OMISSION.

**Business Profile (Company) of WILMAR INVESTMENT HOLDINGS PTE. LTD.
(201221334H)**

Date: 08/02/2017

The Following Are The Brief Particulars of :

Registration No.	:	201221334H
Company Name.	:	WILMAR INVESTMENT HOLDINGS PTE. LTD.
Former Name if any	:	
Incorporation Date.	:	28/08/2012
Company Type	:	PRIVATE COMPANY LIMITED BY SHARES
Status	:	Live Company
Status Date	:	28/08/2012

Principal Activities

Activities (I)	:	OTHER HOLDING COMPANIES (64202)
Description	:	
Activities (II)	:	
Description	:	

Capital

Issued Share Capital (AMOUNT)	Number of Shares *	Currency	Share Type
1000	1000	UNITED STATES OF AMERICA, DOLLARS	ORDINARY

* Number of Shares includes number of Treasury Shares

Paid-Up Capital (AMOUNT)	Number of Shares	Currency	Share Type
1000		UNITED STATES OF AMERICA, DOLLARS	ORDINARY

COMPANY HAS THE FOLLOWING ORDINARY SHARES HELD AS TREASURY SHARES

Number Of Shares	Currency
------------------	----------

Registered Office Address	:	56 NEIL ROAD SINGAPORE (088830)
---------------------------	---	------------------------------------

INFORMATION RESOURCES

WHILST EVERY ENDEAVOR IS MADE TO ENSURE THAT INFORMATION PROVIDED IS UPDATED AND CORRECT. THE AUTHORITY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE OR LOSS THAT MAY BE CAUSED AS A RESULT OF ANY ERROR OR OMISSION.

**Business Profile (Company) of WILMAR INVESTMENT HOLDINGS PTE. LTD.
(201221334H)**

Date: 08/02/2017

Date of Address	:	28/08/2012
Date of Last AGM	:	24/06/2016
Date of Last AR	:	11/07/2016
Date of A/C Laid at Last AGM	:	31/12/2015
Date of Lodgment of AR, A/C	:	11/07/2016

Audit Firms**NAME**

ERNST & YOUNG LLP

Charges

Charge No.	Date Registered	Currency	Amount Secured	Chargee(s)
------------	-----------------	----------	----------------	------------

Officers/Authorised Representative(s)

Name	ID	Nationality	Source of Address	Date of Appointment
Address		Position Held		
THOMAS JOSEPH LIM KIM GUAN (LIN QINYUAN)	S7416577Z	SINGAPORE CITIZEN	OSCARS	01/01/2016
65 LUXUS HILL AVENUE SINGAPORE (804847)		Director		
LEO LA-MEI	S1347710H	SINGAPORE CITIZEN	ACRA	31/05/2016
7 NATHAN ROAD #02-06 REGENCY PARK SINGAPORE (248728)		Director		
PUA SECK GUAN	S1642848E	SINGAPORE CITIZEN	ACRA	17/12/2016
4 JALAN INSAF THOMSON RISE ESTATE SINGAPORE (578006)		Director		
KUOK KHONG HONG @ KUOK KHOON HONG	S2507689C	SINGAPORE CITIZEN	ACRA	10/04/2013
6 QUEEN ASTRID GARDENS QUEENS ASTRID GARDENS SINGAPORE (266865)		Director		
NG MUN CHEING (WU WENJING)	S7131633E	SINGAPORE CITIZEN	ACRA	12/04/2013

INFORMATION RESOURCES

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Business Profile (Company) of WILMAR INVESTMENT HOLDINGS PTE. LTD.
(201221334H)

Date: 08/02/2017

Officers/Authorised Representative(s)

Name	ID	Nationality	Source of Address	Date of Appointment
Address		Position Held		
27 MARINE CRESCENT #20-03 MARINE CRESCENT VILLE SINGAPORE (440027)		Secretary		

Shareholder(s)

Name	ID	Nationality/Place of incorporation/Origin	Source of Address	Address Changed
Address				
1 WILMAR INTERNATIONAL LIMITED	199904785Z	SINGAPORE	ACRA	
56 NEIL ROAD SINGAPORE (088830)				
Ordinary(Number)	Currency			
1000	UNITED STATES OF AMERICA, DOLLARS			

Abbreviation

UL - Local Entity not registered with ACRA

UF - Foreign Entity not registered with ACRA

AR - Annual Return

AGM - Annual General Meeting

A/C - Accounts

OSCARS - One Stop Change of Address Reporting Service by Immigration & Checkpoint Authority.

PLEASE NOTE THAT INFORMATION HEREIN CONTAINED IS EXTRACTED FROM FORMS/TRANSACTIONS FILED WITH THE AUTHORITY

FOR REGISTRAR OF COMPANIES AND BUSINESS NAMES
SINGAPORE

RECEIPT NO. : ACRA170208192525

DATE : 08/02/2017

INFORMATION RESOURCES

WHILST EVERY ENDEAVOR IS MADE TO ENSURE THAT INFORMATION PROVIDED IS UPDATED AND CORRECT. THE AUTHORITY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE OR LOSS THAT MAY BE CAUSED AS A RESULT OF ANY ERROR OR OMISSION.

**Business Profile (Company) of WILMAR INVESTMENT HOLDINGS PTE. LTD.
(201221334H)**

Date: 08/02/2017

This is computer generated. Hence no signature required.

Business Profile

Registration No.	2129 of 2015-2016(YGN)	
Company Name	Value Supplies Co.,Ltd	
Incorporation Date	13-Oct-15	
Registered Office Address	No.36, Thein Phyu Road, Pazundaung Township, Yangon, Myanmar.	
Company Type	Private Company Limited by Share	
Status	Active	
Principal Activities	Investment and Trading	
Authorised Share Capital	Ks 5,000,000,000/ divided into 500,000 Shares	
Issued Share Capital	Ks 1,000,000,000/- divided into 100,000 Shares	
Paid-Up Capital	Ks 1,000,000,000-/-	
Shareholders	(1) Mr Than Myint @ Khaw Tin Eain (NRC: 12/ La Ma Ta (N) 027772) Address:No. (45-A), Pyay Road, 11-Ward, Hlaing Township, Yangon, Myanmar.	42,500 Shares
	(2) Mr Tee Kar Kway @ Mr Maung Kyay (NRC: 12/La Tha Na (N) 018174). Address: No.(C/4), Pin Shwe Nyaung Street, Tamwe Kalay Ward, Tamwe T/S, Yangon	42,500 Shares
	(3) Mr Myint Maw (NRC: 12/Pa Za Ta (N) 023691. Address: No.(403), Khayaymyaing Street, 23-Ward, Thuwuna Thingangyun TSP, Yangon, Myanmar.	15,000 Shares
Audit Firm	Royal Treasure Audit Firm	
Managing Director	Mr.Than Myint @ Mr Khaw Tin Eain	Appointed on 13 October 2015
Directors	(1) Mr.Than Myint @ Mr Khaw Tin Eain	Appointed on 13 October 2015
	(2) Mr.Tee Kar Kway @ Mr Maung Kyay	Appointed on 13 October 2015
	(3) Mr.Myint Maw	Appointed on 13 October 2015

Annex V

**Support Letter from bank for Wilmar Group and Bank Statements of Value
Supplies**

Private & Confidential

Date: 30 March 2017

To: The Chairman
Myanmar Investment Commission
No. 1, Thitsar Road, Yankin Township,
Yangon Region, The Republic of the Union of Myanmar

Dear Sirs

Re: Wilmar Myanmar Logistics Limited

We are the banker of Wilmar International Limited ("**Wilmar**") and we have been informed by Wilmar that:

1. they will be incorporating Wilmar Myanmar Logistics Limited ("**WMLL**") as an 80% (Eighty Per Cent.) subsidiary to make an investment valued at about US\$6.997 million in the Republic of the Union of Myanmar in accordance with the Republic of the Union of Myanmar Investment Law (the "**Project**"). It is intended that WMLL will be incorporated under the laws of the Republic of the Union of Myanmar with an initial capital brought in of US\$2.0991 million, and
2. in conjunction with this aforementioned investment, we would like to confirm that Wilmar is our business partner of many years and based on information available to us as at the date of this letter we would expect that Wilmar as the ultimate parent company of WMLL will have the financial resources and means to contribute to the capital of WMLL.

In issuing this letter, we have relied on the information above provided by Wilmar without independent verification and have assumed that all information made available to us in connection with the above investment is true, complete and accurate in all material respects.

This letter shall be treated as strictly confidential and is issued without responsibility or liability on our part. This letter is provided to you solely in connection with the Project and shall not be used for any other purpose or to be disclosed to any other person. We accept no liability or responsibility whatsoever with respect to the use of this letter or its contents.

We or our officers shall not in any circumstances be liable (whether in contract, tort or otherwise) to any person (including, without limitation, you or Wilmar or your respective affiliates or advisers) for or in connection with the delivery of this letter or the use of or reliance on this letter.

DBS Bank Ltd	Tel : 65.6878 8888
Institutional Banking Group	Fax : 65.6225 3975 /
12 Marina Boulevard, Level 40	65.6878 6177
DBS Asia Central @	Telex : RS 24455
Marina Bay Financial Centre Tower 3	SWIFT Dest : DBSSSGSG
Singapore 018982	www.dbs.com

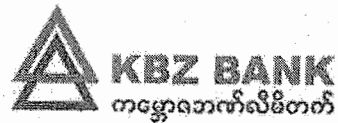
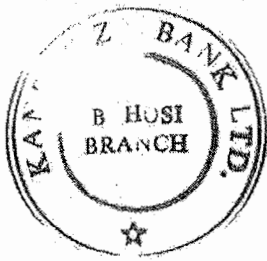
A person who is not a party to this letter shall have no right to enforce or enjoy the benefit of any term of this letter under the Contracts (Rights of Third Parties) Act (Chapter 53B). Notwithstanding any term of this letter, the consent of any person who is not a party to this letter is not required to rescind or vary this letter at any time.

This letter shall be governed by and construed in accordance with the laws of Singapore.

Yours faithfully



Poh Siew Whye
Managing Director
Institutional Banking Group



No.615/1, Pyay Road,
Kamayut Township,
Yangon, Myanmar.
Tel: (+951) 538 075-76,
538 078-80
Fax: (+951) 538 069-71

No. 06150306101034301

Dated , 30 March , 2017

To,

VALUE SUPPLIES CO., LTD
12/LAMATA(N)027772, 12/LATHANA(N)018174
NO.45-46, BAHOSI HOUSING COMPLEX,
LANMADAW TOWNSHIP, YANGON.

DEAR SIR,

We hereby certify that the balance standing at the credit of the account of
VALUE SUPPLIES CO.,LTD (06150306101034301) with the KANBAWZA BANK Ltd.(BAHOSI
BRANCH)at the close of business on the (30/03/2017) was MMK 10,104,938.51 (Kyats Ten million
one hundred four thousand nine hundred thirty-eight and fifty-one Pyas only).

Yours Faithfully

(Signature)
Sr. Manager
Bahosi Branch
Kanbawza Bank Ltd

CIMEN SIGNATURE(S)



Manager



Manager

Corporate_Domestic

Account

JOINT-B (ONE PERSON WILL SIGN)

re Requirements

Instructions

061-503-06101034301 (KANBAWZA BANK Ltd(BHS))

nt No. - VALUE SUPPLIES CO.,LTD

of Account

VALUE SUPPLIES CO.,LTD

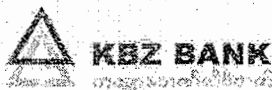
HAN MYINT

AUNG KYAY

NRC/CRC No.(s)

12/LAMATA(N)027772

12/LATHANA(N)018174



218504
218505
218508

000271

The use of this passbook is governed by the Bank's Terms and Conditions for Call Deposits as amended from time to time.



Date ရက်စွဲ	Code သင်္ကေတ	Deposit သွင်းငွေ	Withdrawal ထုတ်ငွေ	Balance သက်တမ်း	Official ရုံးကြီးထုတ်ပြန်
18-Oct-15	CHD	100,000.00	0.00	100,000.00	ly
2					
3					
16-OCT-15	CHD	100,000.00	0.00	100,000.00	
4					
01-JAN-16	ICC	843.84	0.00	100,843.84	
5					
6					
7	01-APR-16	1,002.93	0.00	101,846.77	
8					
01-Jul-16	ICC	1,012.90	0.00	102,859.67	
9					
01-Oct-16	ICC	1,034.22	0.00	103,893.89	
10					
01-Jan-17	ICC	1,044.62	0.00	104,938.51	10
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

ဘဏ်မှထွက်ခွာမီစာရင်းရှေးလွှင်းချက်များကိုစစ်ဆေးပါ။

- ၁ (၁) -

စာရင်းပိုင်ရှင်၏ ဓာတ်ပုံ
ACCOUNT HOLDER PHOTO



စာရင်းပိုင်ရှင်၏ အကြောင်းအရာ
PARTICULARS OF ACCOUNT HOLDER

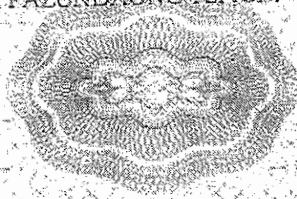
ACCOUNT NO. IDA-04-05554
NAME OF ACCOUNT VALUE SUPPLIES CO LTD

NAME(S) OF ACCOUNT HOLDER(S)	REGISTRATION NO.	OCCUPATION
------------------------------	------------------	------------

U THAN MYINT @ KHAW TIN EAIN	12/LAMATA(N)027772	MD
---------------------------------	--------------------	----

U MYINT MAW	12/PAZATA(N)023691	DIRECTOR
-------------	--------------------	----------



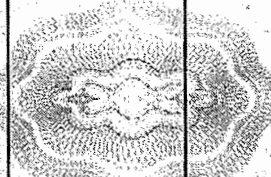
NO.36,THEIN PHYU RD. PAZUNDAUNG TSP.GM.



[Handwritten signature]

ထုတ်ပေးသည့်ရက်စွဲ 07/09/2016
DATE OF ISSUE

မြန်မာ့နိုင်ငံခြား ကုန်သွယ်မှုဘဏ်
MYANMA FOREIGN TRADE BANK

စဉ် SR.	ရက်စွဲ DATE	အကြောင်းအရာ PARTICULARS	သွင်းငွေ DEPOSIT	ထုတ်ငွေ WITHDRAWAL	လက်ကျန်ငွေ BALANCE	လက်မှတ် SIGNATURE
1	07-09-16	NEW A/C	100.00		100.00	
						
						

Annex VI

Audited Financial Statements of Wilmar International Limited and WIH for Financial Years 2014 & 2015 and explanation letter for unavailability of Audited Financial Statement for Financial Year 2016; and Audited Financial Statement of Value Supplies for Financial Year 2015-16 and explanation letter for unavailability of Audited Financial Statement for Financial Year 2016-2017

WILMAR INVESTMENT HOLDINGS PTE. LTD.

(Incorporated in the Republic of Singapore)

(Company Registration No. 201221334H)

Registered Office: 56 Neil Road, Singapore 088830

Date:

The Chairman
Myanmar Investment Commission
No. 1, Thitsar Road, Yankin Township,
Yangon Region, The Republic of the Union of Myanmar

Dear Sirs

RE: WILMAR MYANMAR LOGISTICS LIMITED ("WMLL")

The audit of the accounts for the financial year ended 2016 of Wilmar Investment Holdings Pte. Ltd. (the "**Company**"), being one of the proposed corporate shareholders of WMLL, is still in progress. Hence, we are only able to provide to you the audited financial statements of the Company for the financial year ended 2014 and 2015.

Yours faithfully

Thomas Joseph Lim Kim Guan (Lin Qinyuan)
Director

VALUE SUPPLIES COMPANY LIMITED

FINANCIAL STATEMENTS

AND

AUDIT REPORT

MARCH 31, 2016

Currency – Myanmar Kyats

VALUE SUPPLIES CO., LTD

NO.36, THEIN PHYU ROAD, PAZUNDAUNG TOWNSHIP, YANGON, MYANMAR.

TEL: (95-1) 8610654, 8610656, FAX: (95-1) 200273, 295067

VALUE SUPPLIES COMPANY LIMITED

Statement of Financial Position

For The Period Ended March 31, 2016

Kyats

Property & Assets

Intangible Assets

Preliminary Expenses	Note (3)	1,080,000.00
----------------------	----------	--------------

Fixed Assets (Less: Depreciation)

1,080,000.00

Current Assets

Prepayment & Advances	Note (4)	433,500.00
-----------------------	----------	------------

Cash in Hand (Kyats)	Note (5)	998,132,500.00
----------------------	----------	----------------

Cash at Bank - KBZ Bank (Call Deposit - Kyats)	Note (6)	100,843.84
--	----------	------------

Cash at Bank - KBZ Bank (Current - Kyats)	Note (7)	9,950.00
---	----------	----------

999,756,793.84

Capital & Liabilities

Authorised Share Capital

5,000,000,000.00

500,000 Shares of Ks. 10,000/- each

Issued & Paid Up Capital

1,000,000,000.00

100,000 Shares of Ks. 10,000/- each (fully paid up)

Retained Earning / (Loss)

(343,206.16)

999,656,793.84

Current Liabilities

Accrued Expenses

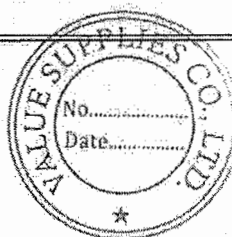
100,000.00

999,756,793.84

Authenticated by:

Managing Director

THAN MYINT
MANAGING DIRECTOR
VALUE SUPPLIES CO., LTD



Director

MYINT MAW
DIRECTOR
VALUE SUPPLIES CO., LTD.

VALUE SUPPLIES CO., LTD

NO.36, THEIN PHYU ROAD, PAZUNDAUNG TOWNSHIP, YANGON, MYANMAR.

TEL: (95-1) 8610654, 8610656, FAX: (95-1) 200273, 295067

VALUE SUPPLIES COMPANY LIMITED

Statement of Profit & Loss

For The Period Ended March 31, 2016

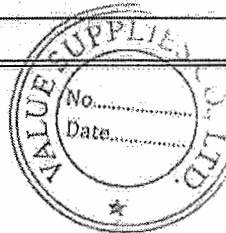
	Kyats
Sales	-
Less: Cost of Sales	-
Gross Profit/(Loss)	-
Other Income	
Bank Interest	843.84
	843.84
Less: Expenses	
<u>Administration Expenses</u>	
Export/Import Registration Fee	15,000.00
UMFCCI Registration Fee	12,500.00
Registration Fee	5,000.00
Travelling Expenses	17,500.00
Printing and Stationary Expenses	9,500.00
Office Expenses	17,000.00
Communication Expenses	20,000.00
General Expenses	27,500.00
	124,000.00
<u>Financial Expenses</u>	
Amortization Expenses	120,000.00
Audit Fee	100,000.00
Bank Charges	50.00
	220,050.00
	344,050.00
Net Profit/(Loss) for the period	(343,206.16)

Authenticated by:

Managing Director



THAN MYINT
MANAGING DIRECTOR
VALUE SUPPLIES CO., LTD



Director



MYINT MAW
DIRECTOR
VALUE SUPPLIES CO., LTD.

VALUE SUPPLIES CO., LTD

NO.36, THEIN PHYU ROAD, PAZUNDAUNG TOWNSHIP, YANGON, MYANMAR.

TEL: (95-1) 8610654, 8610656. FAX: (95-1) 200273, 295067

VALUE SUPPLIES COMPANY LIMITED Statement of Changes in Shareholders' Equity For the Period Ended March 31, 2016

	Kyats
Issued and paid up capital	
Opening	-
Addition	1,000,000,000.00
	1,000,000,000.00
Retained earning/(Loss)	
Balance at the beginning of the period	-
Net Profit/ (Loss) for the period	(343,206.16)
	(343,206.16)
	999,656,793.84

Authenticated by:

Managing Director

THAN MYINT
MANAGING DIRECTOR
VALUE SUPPLIES CO., LTD



Director

MYINT MAW
DIRECTOR
VALUE SUPPLIES CO., LTD.

VALUE SUPPLIES CO., LTD

NO.36, THEIN PHYU ROAD, PAZUNDAUNG TOWNSHIP, YANGON, MYANMAR.

TEL: (95-1) 8610654, 8610656, FAX: (95-1) 200273, 295067

VALUE SUPPLIES COMPANY LIMITED

Statement of Cash Flow

For the Period Ended March 31, 2016

Kyats

Cash flow from operating activities

Net profit / (loss) for the period (343,206.16)

Adjustment for non cash items:

Amortization Expenses 120,000.00

Operating loss before working capital changes (223,206.16)

Working Capital Changes

(Increase)/Decrease in Prepayment & Advances (433,500.00)

Increase/(Decrease) in Accrued Expenses 100,000.00

Cash generated from operation activities (556,706.16)

Cash flow from investing activities

Preliminary Expenses (1,200,000.00)

Net cash used in investing activities (1,200,000.00)

Cash flow from financing activities

Issued and Paid-up Capital 1,000,000,000.00

Net cash provided in financing activities 1,000,000,000.00

Net increase in cash and cash equivalents 998,243,293.84

Cash and cash equivalents at the beginning of the period -

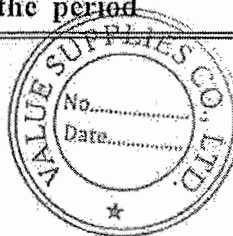
Cash and cash equivalents at the end of the period 998,243,293.84

Authenticated by:

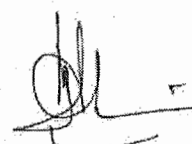
Managing Director



THAN MYINT
MANAGING DIRECTOR
VALUE SUPPLIES CO., LTD.



Director



MYINT MAW
DIRECTOR
VALUE SUPPLIES CO., LTD.

VALUE SUPPLIES CO., LTD

NO.36, THEIN PHYU ROAD, PAZUNDAUNG TOWNSHIP, YANGON, MYANMAR.

TEL: (95-1) 8610654, 8610656, FAX: (95-1) 200273, 295067

Date February 22, 2017

VALUE SUPPLIES COMPANY LIMITED

STATEMENT OF DIRECTORS

In accordance with Section 133 (1) & (2) of the Myanmar Companies Act, We, U Than Myint (a) Khaw Tin Eain, Managing Director and U Myint Maw, Director of VALUE SUPPLIES COMPANY LIMITED do hereby state that in our opinion, the accompanying Accounts made up to March 31, 2016, schedules and the Financial Statements have been drawn up so as to give a true and correct view of the state of affairs of the Company and of the results of its operations for the period ended March 31, 2016.

We believe that the Company will be able to pay its debts as and when they fall due.

On behalf of the Board of Directors,

Managing Director



THAN MYINT
MANAGING DIRECTOR
VALUE SUPPLIES CO., LTD



Director



MYINT MAW
DIRECTOR
VALUE SUPPLIES CO., LTD.



Royal Treasure Audit Firm Certified Public Accountants

Room 5/B, Hnin Si Condo, No. 182/194, Botahtaung Pagoda Rd., Pazuntaung Tsp., Yangon, Myanmar.

Tel & Fax : 095-1-397313, Tel : 095-1-701547, 09-512 3080, 09-73015087

E-mail : royaltreasureaudit@gmail.com, khinthanoo@gmail.com

Accounting

Auditing

Training

Servicing

Consulting

Ref: 280/V-3/2016-2017

Date: February 22, 2017

INDEPENDENT AUDITOR'S REPORT

TO THE MEMBERS OF VALUE SUPPLIES COMPANY LIMITED

We have audited the accompanying financial statements **Value Supplies Company Limited**, which comprise the statement of financial position as at March 31, 2016, and statement of profit & loss, statement of changes in shareholders' equity and cash flow statement for the period then ended, and a summary of significant accounting policies and other explanatory notes.

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Myanmar Financial Reporting Standards.


Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Myanmar Standards on Auditing.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

In accordance with Section 145 (1) & (2) of the Myanmar Companies Act, we report that:

- We have obtained all the information and explanations we have required.
- In our opinion, the financial statements give a true and fair view of the financial position of **Value Supplies Company Limited** as of March 31, 2016, and of its financial performance and its cash flows for the period then ended in accordance with Myanmar Financial Reporting Standards and are properly drawn up in accordance with the provisions of The Myanmar Companies Act.
- The Company has maintained the books and records of accounts as required by Section 130 of The Myanmar Companies Act.




DAW KHIN THAN OO
B. Com, CPA, D.B.I
AUDITOR

VALUE SUPPLIES COMPANY LIMITED

Notes To Financial Statements

Currency –Myanmar Kyats

1. General

Value Supplies Company Limited (the Company) was incorporated in the Union of Myanmar under the Myanmar Companies Act as per Certificate of Incorporation No. 2129/ 2015-2016 (YGN) dated October 13, 2015. The equity shares of the Company are fully owned by Myanmar Citizens.

The main activities of the Company are to carry on all business.

The financial statements relate to the period from October 13, 2015 to March 31, 2016.

During the financial year, the Company incurred expenses only.

2. Summary of Significant Accounting Policies

Accounting Convention

The financial statements have been prepared in accordance with Myanmar Financial Reporting Standards and are based on historical cost convention.

Preliminary Expenses

Expenses incurred prior to the date of incorporation are deferred as preliminary expenses and are amortized over five years starting from this financial period.

VALUE SUPPLIES COMPANY LIMITED

2015-2016

3 . Preliminary Expenses

	Kyats
Company Registration Fee	1,000,000.00
Stamp Duty Fee	165,000.00
General Expenses	35,000.00
	<u>1,200,000.00</u>
Less: Accumulated Amortization (20%) for 6 months	(120,000.00)
	<u>1,080,000.00</u>

4 . Prepayment & Advances

	Kyats
Export/Import Registration and Card Fee for the Period from 11.12.2015 to 12.10.2020	248,000.00
Less: Transferred to Administration Expenses for the Period from 11.12.2015 to 31.3.2016	(15,000.00)
	<u>233,000.00</u>
UMFCCI Registration Fee for the Period From 20.1.2016 to 31.12.2018	213,000.00
Less: Transferred to Administration Expenses for the Period from 20.1.2016 to 31.3.2016	(12,500.00)
	<u>200,500.00</u>
	<u>433,500.00</u>

5 . Statement of Cash in Hand (Kyats)

	Kyats
Opening Balance	-
Receipt	
Issued & Paid up Capital (100,000 shares @ Ks 10,000 each/-)	1,000,000,000.00
	<u>1,000,000,000.00</u>
Payment	
Preliminary Expenses	1,200,000.00
Export/Import Registration Fee	248,000.00
UMFCCI Registration Fee	213,000.00
Deposit to KBZ Bank (Call Deposit Account)	100,000.00
Deposit to KBZ Bank (Current Account)	10,000.00
Administration Expenses	124,000.00
Less: Export/Import Registration Fee	(15,000.00)
UMFCCI Registration Fee	(12,500.00)
	<u>96,500.00</u>
	<u>1,867,500.00</u>
Closing Balance (31.3.2016)	<u>998,132,500.00</u>

VALUE SUPPLIES COMPANY LIMITED

2015-2016

6 . Statement of Cash at Bank - Call Deposit (KBZ Bank - Account No-061-503-06101034301)

	Kyats
Opening Balance	-
Receipt	
Cash Deposit	100,000.00
Bank Interest	843.84
	<u>100,843.84</u>
Payment	-
Closing Balance (31.3.2016)	<u>100,843.84</u>

7 . Statement of Cash at Bank - Current (KBZ Bank - Account No-06110306101034301)

	Kyats
Opening Balance	-
Receipt	
Cash Deposit	10,000.00
	<u>10,000.00</u>
Payment	-
Bank Charges	50.00
Closing Balance (31.3.2016)	<u>9,950.00</u>

VALUE SUPPLIES CO., LTD

NO.36, THEIN PHYU ROAD, PAZUNDAUNG TOWNSHIP, YANGON, MYANMAR.

TEL: (95-1) 8610654, 8610656, FAX: (95-1) 200273, 295067

Date:

The Chairman
Myanmar Investment Commission
No. 1, Thitsar Road, Yankin Township,
Yangon Region, The Republic of the Union of Myanmar

Dear Sirs

RE: WILMAR MYANMAR LOGISTICS LIMITED ("WMLL")

Value Supplies Company Limited (the "Company"), being one of the proposed corporate shareholders of WMLL, is incorporated on 13 October 2015. Hence, we are only able to provide to you the first fiscal year audited financial statements as at 31 March 2016.

The second fiscal year accounts of the Company shall end on 31 March 2017.

Yours faithfully



U Myint Maw
Director

Annex VII

Joint Venture Agreement (Draft)

PRIVATE & CONFIDENTIAL

AMONG

WILMAR INVESTMENT HOLDINGS PTE. LTD.
(Company Registration Number 201221334H)

AND

VALUE SUPPLIES COMPANY LIMITED

AND

WILMAR MYANMAR LOGISTICS LIMITED

JOINT VENTURE AGREEMENT

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THIS AGREEMENT is made on [●].

BETWEEN :

- (1) **WILMAR INVESTMENT HOLDINGS PTE. LTD.** (Company Registration Number 201221334H), a company incorporated in Singapore and having its registered office at 56 Neil Road, Singapore 088830 ("Wilmar");
- (2) **VALUE SUPPLIES COMPANY LIMITED**, a company incorporated and existing under the laws of the Republic of the Union of Myanmar and having its registered address at No.45/46, Bahosi Housing, Lanmadaw Township, Yangon, Myanmar ("Value"); and
- (3) **WILMAR MYANMAR LOGISTICS LIMITED**, a company incorporated and existing under the laws of the Republic of the Union of Myanmar and having its registered address at Plot No. 20 & 21, Thilawa Port Development Zone, Kyauktan Township, Yangon, Myanmar (the "Company"),

(collectively, the "Parties" and each, a "Party").

WHEREAS :

- (A) The Company is a private company limited by shares incorporated in the Republic of the Union of Myanmar on [●] and has at the date of this Agreement an issued and paid up capital of US\$75,000 comprising 7,500 ordinary shares. The relevant corporate details of the Company are set out in Schedule 1 to this Agreement.
- (B) Each of the Shareholders (as defined below) is the legal and beneficial owner of such number of Shares as set out against its name in Clause 3.1 herein.
- (C) It is intended for the Company to carry on the Business (as defined below). To give effect to such intention, and to regulate the relationship of the Shareholders *inter se* as shareholders in the Company, the Shareholders have agreed to enter into this Agreement on the terms and conditions hereinafter set out.

NOW IT IS HEREBY AGREED as follows :-

1. DEFINITIONS

- 1.1 In this Agreement, the Recitals and the Schedules herein, unless the context otherwise requires:-

"Accepting Shareholder" shall have the meaning ascribed to it in Clause 6.5.

"Act" means the Companies Act, Chapter 50, as the same may from time to time be amended or re-enacted.

"Affiliate" in relation to any person or corporation, means (i) a Subsidiary of such person or corporation, or (ii) a person that directly or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with that first-mentioned person.

"Agreement" means this Agreement and shall include all modifications and supplementals thereto from time to time in force.

"Articles" means the Memorandum and Articles of Association of the Company as the same may from time to time be amended by special resolution of a General Meeting.

"Auditors" means the auditors for the time being of the Company.

"Board" means the board of Directors for the time being of the Company, or the Directors present at a duly convened meeting of the Directors at which a quorum is present, as the context requires.

"Business" means the business presently carried on or to be carried by the Company, namely, the building and operation of storage terminals, tanks for edible oils and warehouses, the provision of logistics service such as stevedoring, cargo handling, transportation by trucks, the provision of internal waterway transportation services by procuring service provided by Myanmar companies, the provision of fumigation services by procuring same service from Myanmar companies, the provision of bagging/re-packing services and the provision of technical advice and or consultation services and any business or matter ancillary or incidental thereto or as may be consistent with or necessary for the attainment of the above and such other business as may be determined by the Board from time to time.

"Control" means means, in relation to a person, (a) holding or controlling, directly or indirectly, a majority of the voting rights exercisable at shareholder meetings (or the equivalent) of that person; or (b) having, directly or indirectly, the right to appoint or remove directors holding a majority of the voting rights exercisable at meetings of the board of directors (or the equivalent) of that person; or (c) having directly or indirectly the ability to direct or procure the direction of the management and policies of that person, whether through the ownership of shares, by contract or otherwise, and and the terms "Controlling" and "Controlled" shall be construed accordingly.

"Director" means a director of the Company (including alternate directors, if any) for the time being.

"General Meeting" means any general meeting (whether annual or extraordinary) of the Shareholders of the Company.

"Group" means the Company and its Subsidiaries, and "Group Company" means any one of them.

"Management Accounts" means the unaudited monthly management accounts of the Company.

"NAV" means at any particular time, the value of total assets less total liabilities.

"Non-Contributing Shareholder" shall have the meaning ascribed to it in Clause 6.5.

"Related Corporation" shall have the meaning ascribed to it under Section 6 of the Act.

"Share Pledge Deed" shall have the meaning ascribed to it in Clause 6.4.

"Shareholders" means Wilmar and Value and shall include any other person who shall become a shareholder of the Company pursuant to the provisions of this Agreement and who has executed a deed of ratification and accession pursuant to Clauses 2.5 or 8.1(b).

"Shareholding Percentage" means, in relation to each Shareholder, the percentage of all ordinary shares beneficially owned by such Shareholder in the issued share capital of the Company for the time being, such percentage as at the date hereof being specified against its name in Clause 3.1.

"Shares" means the ordinary shares in the capital of the Company.

"Subsidiaries" means in respect of any person, means any entity controlled directly or indirectly by such person, such control being evidenced by (i) the ownership of more than fifty per cent (50%) of the shares of such entity; or (ii) the ability to control the composition of the majority of the board of directors of such entity, or (iii) the ability to exercise or control the exercise of more than fifty per cent (50%) of the voting rights of such entity, and "Subsidiary" means each or any of them.

"Unaccepted Shares" shall have the meaning ascribed to it in Clause 6.5.

"US\$" and "\$" means United States Dollars.

1.2 In this Agreement, unless the context otherwise requires :-

1.2.1 references to statutory provisions shall be construed as references to those provisions as respectively replaced amended or re-enacted (whether before or after the date hereof) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification) and any subordinate legislation made under such provision so far as such modification or re-enactment applies or is capable of applying to any transactions entered into prior to Completion and (so far as liability thereunder may exist or can arise) shall include also any past statutory provisions or regulations (as from time to time modified or re-enacted) which such provisions or regulations have directly or indirectly replaced;

1.2.2 words importing the singular include the plural and vice versa, words importing any gender include every gender, words importing persons include bodies corporate and unincorporate and references to time shall mean Singapore time;

1.2.3 references to Clauses, Recitals and other provisions in this Agreement and the Schedule(s) to this Agreement are references to Clauses, Recitals and other provisions of, and the Schedule(s) to, this Agreement; and

1.2.4 clause headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

2. SHARE CAPITAL AND ALLOTMENT OF SHARES

- 2.1 As at the date hereof, the Company has an issued and paid up capital of US\$75,000 comprising 7,500 ordinary shares which are held by the Shareholders in the manner set out below:-

	NUMBER OF SHARES	PERCENTAGE OF ISSUED CAPITAL
Wilmar	6,000	80%
Value	1,500	20%
	<hr/>	<hr/>
Total	7,500	100%
	<hr/>	<hr/>

- 2.2 The Shareholders shall from time to time subscribe and pay for such number of additional Shares as the Board shall consider necessary to provide for the financial requirements of the Company (including those required in connection with or in relation to the Business) in proportion to their then existing shareholdings in the Company.
- 2.3 The Shareholders shall take such steps as lie within their power to ensure that the Company makes simultaneous allotments of the Shares so applied for from time to time and each of such Shares so allotted shall on allotment rank *pari passu* in all respects with all issued Shares.
- 2.4 Subject to Clause 6.5, the Shareholders shall take such steps as for the time being lie within their power to procure that the Company shall not issue new Shares without first offering to each of the Shareholders in proportion to their then existing shareholdings in the Company as shall enable each of them to maintain its proportionate holding of the issued Shares.
- 2.5 If neither of the Shareholders exercise its rights to first purchase the new Shares offered to them pursuant to Clause 2.4 above, the Company shall be entitled to issue such new Shares to any third party. It shall be a condition precedent to the allotment and issue of new Shares to any such third party, that the third party, if not already bound by the provisions of this Agreement, executes a deed of ratification and accession under which it agrees to be bound by and be entitled to the benefit of this Agreement as if it were an original party hereto.

3. BOARD OF DIRECTORS

- 3.1 Unless all the Shareholders otherwise agree in writing, the Board shall comprise five (5) Directors of whom four (4) persons shall be appointed by Wilmar and one (1) person shall be appointed by Value, so long as the Shareholding Percentage of each Shareholder is not less than that set out against its name in Clause 2.1. In the event that the Shareholding Percentage(s) of any one or more of the Shareholders shall change, each Shareholder shall

then have the right to nominate one (1) Director for every whole multiple of twenty (20) per cent. comprised in its Shareholding Percentage.

- 3.2 The right of appointment of Directors conferred on the Shareholders shall include the right at any time and from time to time to remove from office any such persons appointed by it, to replace any person who (for any reason whatsoever) ceases to be a Director and to determine the period for which such persons shall hold office as Directors.
- 3.3 Any appointment, removal or replacement of a Director appointed by a Shareholder as aforesaid shall be made in writing and be signed by the duly authorised officer of the appointor and shall take effect as from the date of its receipt at the registered office of the Company or on the date of appointment, removal or replacement specified in the notice, whichever is the later.
- 3.4 The right of appointment, removal and replacement given to any Shareholder under this Clause 3 applies equally to any director appointed to, or the Chairman of, any Group Company (other than the Company). The Company must procure (with assistance from the other Parties as reasonably required) that full effect is given to any such appointment, removal and replacement.
- 3.5 A Director may at any time appoint any person (including another Director) to be his alternate and remove or replace such alternate Director. All appointments, removals and replacements of alternate Directors made by any Director shall be in writing under the hand of the Director making the same and shall take effect from the date of its receipt at the registered office of the Company or on the date of appointment, removal or replacement specified in the notice, whichever is the later. An alternate Director may represent more than one Director and an alternate Director shall be entitled at Board meetings to one vote for every Director whom he represents and, in the case where he is also a Director, in addition to his own vote.
- 3.6 The quorum for all meetings of the Board shall be two (2) Directors each present personally or by his alternate. No business shall be transacted at any meeting of the Board unless a quorum is present.
- 3.7 The Shareholders shall use all reasonable endeavours to procure that a quorum is present at and throughout each meeting of the Board. If within one (1) hour of the time appointed for the meeting, a quorum is not present, the meeting shall be adjourned to the same day one (1) week later at the same time and place or to such other day and time or to a different place as the Director or Directors present may appoint by not less than two (2) days' notice in writing to all the Directors. If at the adjourned meeting a quorum is not present within one (1) hour from the time appointed for the meeting, the meeting shall be dissolved and the Shareholders shall forthwith procure that a General Meeting be convened to consider the matters specified in the agenda in respect of such meeting when it was first called.
- 3.8 A resolution in writing, circulated or made available to the Directors and agreed to by a majority of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held notwithstanding that such a resolution may take place at different times or places. For the purpose of this paragraph, "in writing" and "signed" include approval by facsimile. Any such resolution may consist of several documents in like form, each signed by one or more Directors. For the purposes of this Clause, a resolution is agreed to by a Director if the resolution indicates the Director's agreement to the resolution and

includes the text of the resolution or otherwise makes clear that it is that resolution that is being agreed to.

- 3.9 The Board shall hold meetings as often as may be necessary for the due despatch of its business or upon the request of any one (1) Director or the Chairman. The Directors may meet at any place for the despatch of their business, adjourn and otherwise regulate their meetings as they deem fit.
- 3.10 Subject to Clause 3.7, at least three (3) days' notice in writing of each meeting of the Board specifying the date, time and place of the meeting shall be given to each Director both at the address from time to time provided by him to the Company for such purpose and at the address of the Shareholder appointing that Director and each such notice shall be accompanied by an agenda of the matters to be considered and the nature of the business to be transacted at the meeting. No decision shall be taken on any matter at a meeting of the Board unless notice of such matter shall have been given in the manner aforesaid or waiver of such notice has been given in respect of such matter by all of the members of the Board present at such meeting.
- 3.11 A Director shall not be prohibited from voting or being counted in a quorum at any Board meeting in respect of any contract, transaction or arrangement in which he is or may be interested provided he has disclosed the nature of his interest in accordance with Section 156 of the Act.

The Shareholders acknowledge that where any Director is appointed by any Shareholder under a right conferred by this Agreement, that Director, in performing any of his duties or exercising any power, right or discretion as a Director, shall be entitled to have regard to and represent the interests of his appointor and to act on the wishes of his appointor except in any case where no honest and reasonable director may hold the view that in so doing, the Director was acting *bona fide* in the best interests of the Company.

- 3.12 The Chairman of the Board shall be a Director appointed by Wilmar. The Chairman shall have a second or casting vote.
- 3.13 The Chairman of the Board shall preside at all meetings of the Directors. If the Chairman of the Board is absent from any meeting of the Directors, any Director (present in person or by his alternate) appointed by the meeting shall preside at such meeting.
- 3.14 Questions arising at any meeting of the Board shall be decided by a simple majority of votes of the Directors present and voting. In the event of an equality of votes, the Chairman presiding at the meeting shall have a second or casting vote.

4. GENERAL MEETINGS

- 4.1 Subject to Clause 4.2, the quorum for a General Meeting shall be two (2) Shareholders personally present or represented by proxy, attorney or representative (collectively, "Representative") appointed pursuant to the Act, one of whom shall be Wilmar or its Representative and one (1) of whom shall be Value or its Representative. No business of the Company shall be transacted at any General Meeting unless a quorum is present.

- 4.2 The Shareholders shall use all reasonable endeavours to procure that a quorum is present at and throughout each General Meeting. If within one (1) hour of the time appointed for the General Meeting, a quorum is not present, the General Meeting shall be adjourned to the same day one (1) week later at the same time and place. The quorum for an adjourned meeting shall be any Shareholder or Shareholders, personally present or represented by proxy, attorney or representative, collectively holding a majority of the issued share capital of the Company.
- 4.3 Save as provided by the Act and subject to Clause 4.2, at least fourteen (14) days' notice in writing of each General Meeting shall be given to each Shareholder at the address from time to time provided by the relevant Shareholder to the Company for such purpose and such notice shall be accompanied by an agenda of the matters to be considered at the General Meeting. No decision shall be taken on any matter at a General Meeting unless notice of such matter shall have been given in the manner aforesaid or waiver of such notice has been given in respect of such matter by all the Shareholders.
- 4.4 The Chairman of the Board shall be the Chairman of any General Meeting unless he is absent from the meeting in which case the Shareholder or Shareholders present shall choose some Director, or, if no Director be present or if all the Directors present decline to take the chair, the Chairman of the General Meeting shall be either one of the Shareholders or their proxies, attorneys or representatives appointed pursuant to the Act.
- 4.5 Save as otherwise required by law, questions arising at any General Meeting shall be decided by a simple majority of votes of the Shareholder or Shareholders personally present or represented by proxy, attorney or representative appointed pursuant to the Act, and entitled to vote at such General Meeting. In the event of an equality of votes, the Chairman of the General Meeting shall have a second or casting vote.

5. SCOPE OF BUSINESS

- 5.1 The Parties agree that the business of the Company shall comprise the following:-
- (a) the Business and other activities ancillary to the aforesaid business; and
 - (b) such other businesses as may be agreed in writing between the Shareholders.
- 5.2 The Shareholders shall procure that all relevant governmental or regulatory approvals or exemptions for the Business shall be obtained, and that the Company shall in this connection take all necessary action, bear all costs and expenses and provide such undertakings, guarantees and indemnities to the relevant governmental or regulatory authority as may be required by them.

6. FINANCING

- 6.1 The Shareholders agree that, as far as possible, additional funds for the Company shall be obtained in the following manner in order of preference:-

- (i) financing from banks and financial institutions;
 - (ii) loans from the Shareholders; and
 - (iii) increase in share capital of the Company.
- 6.2 The Shareholders shall jointly co-ordinate and undertake to secure financing for, and specifically, Wilmar shall use all commercially reasonable efforts to secure financing for, seventy per cent. (70%) of the Company's anticipated projects from banks and other financial institutions ("External Financing") on the best available commercial terms. External Financing for the Company shall be procured using the Company's assets as security, if necessary. The balance thirty per cent. (30%) financing shall be funded by the Shareholders *pro rata* in proportion to their then existing shareholdings in the Company.
- 6.3 In the event that any support from the Shareholders (whether by way of loan or security or guarantee) is unavoidable to:-
- (i) finance the anticipated projects of the Company where insufficient or no External Financing can be obtained on commercially reasonable terms to finance seventy per cent. (70%) or more of any such anticipated project; or
 - (ii) secure any financing for the Company and/or the Business,
- the Shareholders shall provide such support (whether by way of loan or security or guarantee) in proportion to their prevailing shareholdings in the Company and on a several basis, and each of the Shareholders shall indemnify and keep indemnified the other Shareholders accordingly.
- 6.4 Where a loan, security or guarantee is provided by Wilmar or its Affiliates (other than the Company) pursuant to Clause 6.3 that is greater than the proportion of Wilmar's shareholding in the Company as at the date of the loan, security or guarantee (as the case may be), then for so long as such loan, security or guarantee subsists, Value shall pledge all of its existing and future Shares to Wilmar as security under a share pledge deed (the "Share Pledge Deed"), on such terms to be decided by Wilmar at its discretion.
- 6.5 Upon receipt of a call notice from the Board to subscribe for further Shares, each Shareholder may (but shall not be obliged to) subscribe and pay for the number of Shares specified in the notice (which shall be equal to the number representing its Shareholding Percentage of the total number of Shares to be subscribed) within 30 days of the date of such notice (or such other period as the Shareholders may agree in writing). If any Shareholder (the "Non-Contributing Shareholder") does not subscribe for its Shareholding Percentage of new Shares pursuant to this Clause 6.5 ("Unaccepted Shares"), then the other Shareholder who has subscribed for its Shareholding Percentage of such new Shares (the "Accepting Shareholder") may elect (but is not obliged) to subscribe for all or some of the Unaccepted Shares at the subscription price set out in the said call notice by giving notice in writing of such election to the Company. The Non-Contributing Shareholder is hereby deemed to have waived its right under Clause 2.4 to purchase such Unaccepted Shares.

7. OBLIGATIONS OF VALUE

7.1 Value hereby undertakes with Wilmar that it shall, and shall procure and ensure that its Affiliates shall not,-

7.1.1 from the date hereof up to the date falling one (1) year after the date it ceases to be a shareholder of the Company, either on its own account or in conjunction with or on behalf of any person, firm or company, carry on, or be engaged, concerned or interested (directly or indirectly) in carrying on any business or activity in Myanmar which is similar or connected to or competing in any respect with the business carried on by the Company and its Subsidiaries (the "Group") as at the date hereof and from time to time;

7.1.2 from the date hereof up to the date falling one (1) year after the date it ceases to be a shareholder of the Company, assist, with technical or other advice in relation to the aforesaid business, any person, firm or company engaged or about to be engaged in Myanmar in any such business;

7.1.3 from the date hereof up to the date falling one (1) year after the date it ceases to be a shareholder of the Company, either on its own account or in conjunction with or on behalf of any person, firm or company, solicit or entice away or attempt to solicit or entice away from the Group any person who at the date hereof is an officer, director, manager, servant, or customer of the Group whether or not such person would commit a breach of contract by reason of leaving service or transferring business;

7.1.4 at any time disclose or permit to be disclosed to or use or permit to be used by any person, or through any failure to exercise all due care and diligence cause any unauthorised disclosure or use of, any Confidential Information which it or any of its officers or shareholders has acquired in the course of or as a result of their connection with the Group.

7.2 Value hereby acknowledges that:-

7.2.1 each of the foregoing sub-clauses of this Clause constitutes an entirely separate and independent restriction on it and shall be read and construed independently of the other covenants therein contained so that if one or more should be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever then the remaining covenants shall be valid to the extent that they are not held to be so invalid, or if any restriction shall be found to be void but would be valid if some part thereof were deleted, or the period or the area of application reduced, such restriction shall apply with such modification as may be necessary to make it valid or effective; and

7.2.2 that the duration, extent or application of each of the restrictions is no greater than is necessary for the protection of the goodwill of the business of the Company.

7.3 Spirit : Each of the Shareholders acknowledges and confirms that this Agreement is entered into between them and will be performed in a spirit of mutual co-operation, trust and confidence and that its intention is that the Business, profitability and reputation of the Group shall be extended and maximised by all reasonable and proper means and each Shareholder undertakes to use all reasonable commercial efforts to undertake and develop the business of the Group.

- 7.4 Arm's length dealings : All dealings between the Company on the one hand and the Shareholders or their Affiliates or any of them on the other hand shall be on arm's length commercial terms in the ordinary course of business, and each Shareholder shall ensure that any existing or potential conflicts of interest are brought to the attention of the Company at the earliest opportunity so that they can be dealt with by the Board.
- 7.5 Inability to perform : Each Shareholder agrees to keep the other Shareholders promptly informed as to any matter which has, or may have, a material adverse effect on its or his ability to perform its or his obligations under this Agreement.
- 7.6 Notification of material matters : Each Shareholder shall promptly notify the other Shareholders and the Company of all matters coming to its or his notice which may materially affect the Group or any of its respective assets or anything which may affect any of the Shareholders' ability to perform any of its or his obligations under this Agreement including, without limitation, the receipt of any significant notifications, orders, demands and other communication from any government or other authority in relation to the Group, their business, or any of their assets.

8. TRANSFER OF SHARES

- 8.1 Notwithstanding any other provisions in this Agreement or the Articles:-
- (a) transfers of Shares may only be effected in accordance with the provisions in Clauses 8 and 9 of this Agreement;
 - (b) it shall be a condition precedent to the right of any Shareholder to transfer Shares in the capital of the Company that the transferee, if not already bound by the provisions of this Agreement, executes a deed of ratification and accession under which it agrees to be bound by and be entitled to the benefit of this Agreement as if it were an original party hereto in place of the transferor; and
 - (c) no Shareholder shall without the prior written consent of the other Shareholders, such consent not to be unreasonably withheld, create or permit to subsist any mortgage, charge, pledge, lien or other encumbrance of any nature whatsoever over its Shares held in the capital of the Company.
- 8.2 Any Shareholder desirous of selling or disposing of any of its Shares in the Company or any interest therein (the "Seller") shall give a notice in writing (a "Transfer Notice") to the other Shareholder (the "Offeree") offering to sell the legal and beneficial ownership of all (and not part only) of its Shares (the "Sale Shares") and the price therefor (the "Prescribed Price").
- 8.3 The Transfer Notice shall specify a period (the "Prescribed Period") being not less than thirty (30) days from the date of the Transfer Notice within which the offer for sale of the Sale Shares must be accepted or (in default) will lapse. A Transfer Notice once given shall be irrevocable except with the sanction of the Offeree.
- 8.4 Within the Prescribed Period, the Offeree shall notify the Seller whether they accept the offer of the Sale Shares contained in a Transfer Notice by giving notice (an "Acceptance Notice") to that effect to the Seller. Such Offeree who has accepted the offer for the Sale Shares (the

"Buyer") shall become bound to pay the total Prescribed Price for the relevant number of Sale Shares within thirty (30) days of the expiry of the Prescribed Period. The Seller shall be bound (upon payment therefor) to transfer the relevant number of Sale Shares to the Buyer free from all claims, pledges, equities, liens, charges and encumbrances but with the benefit of all rights attaching to them as at the date of the relevant Transfer Notice.

- 8.5 If in any case the Seller after having become bound as aforesaid makes default in transferring the Sale Shares, the Company may receive the purchase money and the Seller shall be deemed to have appointed any one Director or the secretary of the Company as its agent to execute a transfer of the Sale Shares to the Buyer, and upon the execution of such transfer the Company shall hold the purchase money in trust for the Seller. The receipt by the Company of the purchase money shall be a good discharge to the Buyer, and after the Buyer's name has been entered in the Register of Members of the Company in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.
- 8.6 If, by the end of the Prescribed Period, no Acceptance Notice has been served, the Seller shall be entitled (subject to the provisions of this Clause) within forty-five (45) days of the expiry of the Prescribed Period to sell its Shares to a third party (the "Third Party") (who shall be subject to the approval of the Offeree (such approval not to be unreasonably withheld)) at a price which is not lower than the Prescribed Price and upon terms not more favourable than those offered to the Offeree.
- 8.7 If (pursuant to any of the obligations of this Agreement whether pursuant to Clauses 8, 9 or otherwise) any Shareholder becomes obliged to acquire any Shares and another Shareholder becomes obliged to transfer them, then (unless otherwise expressly provided) :-
- (a) completion of such acquisition and transfer shall take place at the registered office of the Company on such date as the relevant Shareholders may agree (not being later than thirty (30) days after the expiry of the Prescribed Period);
 - (b) the Buyer shall deliver to the Seller a banker's draft in the amount of the purchase price for the Sale Shares;
 - (c) the Seller shall procure the resignations of its appointee(s) on the Board and deliver to the Buyer an instrument of transfer relating to the Shares duly executed by the Seller and the certificate(s) relating to such Sale Shares;
 - (d) the Buyer shall acquire the Seller's loans to the Company and substitute any security provided by the Seller to secure any borrowings of the Company; and
 - (e) on ceasing to be a Shareholder, the Seller must hand over to the Company material correspondence, budgets, business plans, schedules, documents and records relating to the Business held by it or its Affiliate or any third party which has acquired such matter through that Shareholder and shall not keep any copies.
- 8.8 The Shareholders shall procure that any transfer of Shares in accordance with this Clause 8 and the transferee thereto shall (subject to all formalities in respect thereof having been fulfilled) be duly registered by the Company.

- 8.9 Stamp duty and (if applicable) any goods and services tax incidental to a transfer of Shares pursuant to Clauses 8 or 9 shall be borne by the person acquiring the Shares.
- 8.10 For the purposes of the remaining provisions of this Clause 8:-
- (a) the word "company" includes any body corporate;
 - (b) the expression "a Member of the same Group" in relation to any company, means a company which is for the time being a Related Corporation;
 - (c) the expression "Transferor Company" means a company which has transferred or proposes to transfer Shares to a Member of the same Group;
 - (d) the expression "Transferee Company" means a company for the time being holding Shares in consequence, directly or indirectly, of a transfer or series of transfers of Shares between Members of the same Group (the relevant Transferor Company in the case of a series of such transfers being the first transferor in such series); and
 - (e) the expression "the Relevant Shares" means and includes (so far as the same remain for the time being held by any Transferee Company) the Shares originally transferred to such Transferee Company and any additional Shares issued to or acquired by such Transferee Company.
- 8.11 Notwithstanding any other provisions in this Clause 8, any Shareholder may at any time transfer all (but not some only) of its Shares to a company which is a Member of the same Group on the following terms :-
- (a) if any Shareholder transfers its Shares to a Member of the same Group, then it shall be a condition precedent of such transfer that this Agreement shall be binding and enforceable in accordance with its terms against both the Transferor Company and the Transferee Company on a joint and several basis; and
 - (b) if a Transferee Company ceases to be a Member of the same Group as the Transferor Company from which (whether directly or by a series of transfers) the Relevant Shares were derived, it shall be the duty of the Transferee Company to notify the Directors in writing that such event has occurred and (unless the Relevant Shares have been transferred to the Transferor Company or a Member of the same Group as the Transferor Company any such transfer being deemed to be authorised under the foregoing provisions of this Clause) the Transferee Company shall be bound to give a Transfer Notice (as defined in Clause 8.2) in respect of the Relevant Shares and the provisions of Clauses 8.1(b), 8.2 to 8.8 shall apply accordingly.

9. COMPULSORY TRANSFER

9.1 If :-

- (a) any Shareholder shall commit any material breach of its obligations under this Agreement or the Share Pledge Deed and, if remediable, shall fail to take all

necessary action to remedy such breach within fourteen (14) days upon the service of notice by the Shareholder complaining of such breach;

- (b) any Shareholder shall go into liquidation or shall have a judicial manager receiver or similar officer appointed in respect of or any encumbrancer taking possession of any material part of its assets and/or undertaking (or any analogous procedure or step is taken in any jurisdiction with respect to such Shareholder);
- (c) any Shareholder shall become insolvent;
- (d) any Shareholder shall have a distress or execution levied or enforced upon or taken out against any material part of its property and the same shall not be discharged within fourteen (14) days thereof (or any analogous procedure or step is taken in any jurisdiction with respect to such Shareholder);
- (e) a moratorium is declared in respect of any of its indebtedness (or any analogous procedure or step is taken in any jurisdiction with respect to such Shareholder); or
- (f) in relation to Value, any person other than U Maung Kyay @ Tee Kar Kway, U Than Myint @ Kyaw Tin Eain or U Myint Maw, acquiring Control of Value,

(such Shareholder to be referred to as the "Defaulting Shareholder"), then the Defaulting Shareholder shall thereupon be deemed to have served on the other Shareholder a notice ("Compulsory Transfer Notice") offering to sell the legal and beneficial ownership of all its Shares (the "Compulsory Sale Shares") at the price ("Compulsory Prescribed Price") determined in accordance with Clause 9.4. The Compulsory Transfer Notice shall be deemed to have specified a period of thirty (30) days (the "Compulsory Prescribed Period") within which the offer must be accepted or (in default of acceptance) will lapse. Save as provided herein, any Transfer Notice served by a Defaulting Shareholder pursuant to Clause 8 during the Compulsory Prescribed Period mentioned in this clause shall be void and of no effect. The Defaulting Shareholder shall forthwith notify the other Shareholders of the occurrence of any of the events mentioned in this Clause 9.1.

9.2 If within the Compulsory Prescribed Period, any of the other Shareholders (each a "Non-Defaulting Shareholder") accepts the deemed offer by giving notice (a "Compulsory Acceptance Notice") to that effect to the Defaulting Shareholder, such Non-Defaulting Shareholder shall become bound to pay the Compulsory Prescribed Price within sixty (60) days of the determination of the price of the Compulsory Sale Shares by the Auditors in accordance with Clause 9.4 and the Defaulting Shareholder shall be bound (upon payment therefor, but subject to deduction in accordance with Clause 9.4) to transfer the Compulsory Sale Shares to the Non-Defaulting Shareholder free from all claims, pledges, equities, liens, charges and encumbrances but with the benefit of all rights attaching to them as at the date of the relevant Compulsory Transfer Notice.

9.3 If in any case the Defaulting Shareholder after having become bound as aforesaid makes default in transferring the Compulsory Sale Shares, the Company may receive the purchase money and the Defaulting Shareholder shall be deemed to have appointed any one Director or the Secretary of the Company as its agent to execute a transfer of the Compulsory Sale Shares to the Non-Defaulting Shareholder, and upon the execution of such transfer the Company shall hold the purchase money in trust for the Defaulting Shareholder. The receipt by the

Company of the purchase money shall be a good discharge to the Non-Defaulting Shareholder, and after the Non-Defaulting Shareholder's name has been entered in the Register of Members of the Company in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

- 9.4 The Auditors will act as experts and not as arbitrators and will determine in writing what in their opinion is the aggregate NAV of the Compulsory Sale Shares as reflected in the latest Management Accounts preceding the date on which the Compulsory Transfer Notice was deemed to have been served pursuant to Clause 9.1. The Compulsory Prescribed Price shall be ninety per cent. (90%) the said aggregate NAV. The Parties agree that the aforementioned discount is a genuine pre-estimate of the losses that could be incurred as a result of the events under Clause 9.1. The costs of any valuer or the Auditors in relation to any determination under this Clause 9 shall be borne by the Defaulting Shareholder (and for this purpose a Non-Defaulting Shareholder may, on the Defaulting Shareholder's behalf, make payment of such costs by deducting the relevant amount from the Compulsory Prescribed Price and paying such amount to the valuers and/or Auditor).

10. CHANGE OF COMPANY NAME

If a Shareholder ceases to own at least twenty per cent. (20%) of the Shares, the other Shareholder and the Company agree that the Company will, promptly following the date on which the Shareholder ceases to own at least twenty per cent. (20%) of the Shares, change the name of each Group Company to remove any reference to "Wilmar" (or any similar reference) or "Value" (or any similar reference), as the case may be.

11. WARRANTIES, ACKNOWLEDGEMENT AND UNDERTAKING

Each Party warrants and represents in respect of itself to each of the other Parties, as an inducement to those Parties to enter into this Agreement, that:

- (a) the execution and delivery of this Agreement has been properly authorised (including, in the case of a Party who is a body corporate, by all necessary corporate action by it); and
- (b) it has full power (including, in the case of a Party who is a body corporate, full corporate power) and lawful authority to execute and deliver this Agreement and to perform or cause to be performed its obligations under this Agreement.

12. DURATION AND TERMINATION

- 12.1 This Agreement shall take effect from the date hereof and shall continue until terminated in accordance with the provisions herein or upon the Company being put into liquidation.
- 12.2 If any Shareholder sells or transfers all of its or his Shares in accordance with the provisions of this Agreement then (save as provided in this Agreement and for any obligations which it or he may have in respect of any antecedent breach of this Agreement) it or he shall be released from all of its or his obligations hereunder. If, following any such transfer, there is

more than one Shareholder bound by the provisions of this Agreement, then this Agreement shall continue in full force and effect as between the continuing Shareholders.

- 12.3 The termination of this Agreement however caused and the ceasing by any Shareholder to hold any Shares shall be without prejudice to any obligations or rights of any of the Parties which have accrued prior to such termination or cessation and shall not affect any provision of this Agreement which is expressly or by implication provided to come into effect on or to continue in effect after such termination or cessation, including, for the avoidance of doubt, the continuation of Clauses 1, 13, 14 (other than Clause 14.6) and 15.

13. CONFIDENTIALITY

No Shareholder shall divulge or communicate to any person (unless required by law or by any regulatory or governmental authority, including the Singapore Exchange Securities Trading Limited, or with prior authority) this Agreement or any of the confidential knowledge or information or affairs of the Company or any of the other Shareholders which it may receive or obtain as a result of entering into this Agreement, and each Shareholder shall use its best endeavours to prevent its employees or agents (if any) from so doing. This restriction shall continue to apply without limit in point of time but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of the relevant Party.

14. MISCELLANEOUS

- 14.1 No claim for damages or any other remedy shall arise out of any breach of, or any failure to perform any of the obligations arising under this Agreement if such breach or failure is caused by compliance by any Party with any intervention or action by any governmental or other regulatory authority (including the Singapore Exchange Securities Trading Limited).
- 14.2 In the event of any conflict between the provisions of this Agreement and the Articles of the Company, this Agreement shall prevail and the Shareholders shall whenever necessary procure the Articles to be amended to reflect the provisions of this Agreement.
- 14.3 This Agreement shall be binding and shall enure for the benefit of each Shareholder's successors and assigns.
- 14.4 Save as expressly provided in this Agreement, a Shareholder may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Shareholders.
- 14.5 Any notice or request to be given, made or served for any purpose under this Agreement shall be in writing and given, made or served by sending the same by email or prepaid post or delivering it by hand or sending it by email or facsimile transmission addressed to the relevant Party at the email address or its address or facsimile number set out on the execution pages of this Agreement (or to such other email address or address or facsimile number as such Party may have notified (in accordance with this Clause) to the other Parties for the purposes of this Clause) and shall be deemed to have been duly served two (2) days next after that on which it

was posted (if served by posting) or on the day of delivery (if served by delivery of hand) or on the day of despatch (if served by facsimile transmission or email).

- 14.6 Save as expressly provided in this Agreement, no purported variation of this Agreement shall be effective unless made in writing and signed by all the Shareholders.
- 14.7 Any waiver of any breach of this Agreement shall not be deemed to apply to any succeeding breach of the provision or of any other provision of this Agreement. No failure to exercise and no delay in exercising on the part of any of the parties hereto any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.
- 14.8 Nothing in this Agreement shall constitute a partnership or establish a relationship of principal and agent or any other relationship of a similar nature between or among any of the Shareholders.
- 14.9 Each Party shall bear its own legal costs and expenses in connection with this Agreement.
- 14.10 The various provisions of this Agreement are severable and in the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect under the laws of Singapore, such unenforceability shall not affect any other provision of this Agreement which shall then be construed as if such unenforceable provision or provisions had never been contained herein.
- 14.11 This Agreement and any documents referred to in this Agreement or executed in connection with this Agreement is the entire agreement of the Parties about the subject matter of this Agreement and such other documents and supersedes all other representations, negotiations, arrangements, understandings or agreements and all other communications
- 14.12 No person other than a Party to this Agreement (or its successors and permitted assignee) may enforce this Agreement by virtue of the Contracts (Rights of Third Parties) Act, Cap. 53B but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of Singapore and the Parties hereby submit to the exclusive jurisdiction of the Courts of Singapore.

16. COUNTERPARTS

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.

SCHEDULE 1

(Recital A)

PARTICULARS OF THE COMPANY

Date of Incorporation : [●]

Type of Company : Private Limited Company

Directors :

- (1) Kuok Khoon Hong
- (2) Sun De Hai
- (3) Beh Hang Chwee
- (4) Thomas Joseph Lim Kim Guan (Lin Qinyuan)
- (5) Myint Maw

Registered Office : Plot No. 20 & 21, Thilawa Port Development Zone, Kyauktan Township, Yangon, Myanmar

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN ENTERED INTO THE DAY
AND YEAR FIRST ABOVE WRITTEN.

Signed by)
for and on behalf of)
WILMAR INVESTMENT)
HOLDINGS PTE. LTD.)
in the presence of :-)

Address : 56 Neil Road, Singapore 088830
Fax : +65 6536 2192
Email : legal@wilmar.com.sg

Signed by)
for and on behalf of)
VALUE SUPPLIES COMPANY)
LIMITED)
in the presence of :-)

Address :
Fax :
Email :

Signed by)
for and on behalf of)
WILMAR MYANMAR)
LOGISTICS LIMITED)
in the presence of :-)

Address : Plot No. 20 & 21, Thilawa Port Development Zone, Kyauktan Township,
Yangon, Myanmar
Fax : [•]
Email : [•]

Annex VIII

Memorandum and Articles of Association (Draft)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ
အရရှိယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

ဝေလီမာ မြန်မာ လော်ဂျစ်စတစ်(စ်) လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

◆ ◆ ◆ ◆

THE MYANMAR COMPANIES ACT
PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

WILMAR MYANMAR LOGISTICS LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

ဂေလ်မာ မြန်မာ လော်ဂျစ်စတစ်(စ်) လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်းများ

◆ ◆ ◆ ◆ ◆ ◆ ◆

၁။ ကုမ္ပဏီ၏အမည်သည် " ဂေလ်မာ မြန်မာ လော်ဂျစ်စတစ်(စ်) လီမိတက်" ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင်အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်ပါစာမျက်နှာအတိုင်း ဖြစ်ပါသည်။

၄။ အစုပင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်ရင်းနှီးမ,တည်ငွေရင်းသည် အမေရိကန်ဒေါ်လာ ၂၀,၀၀၀,၀၀၀ (အမေရိကန် ဒေါ်လာ သန်းနှစ်ဆယ် တိတိ) ဖြစ်၍ အမေရိကန်ဒေါ်လာ ၁၀ (အမေရိကန် ဒေါ်လာ တစ်ဆယ် တိတိ) တန် အစုရှယ်ယာပေါင်း (၂,၀၀၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏စည်းမျဉ်းများနှင့်လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသော တရားဥပဒေ အထွေထွေ ပြဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

(၂)

ကုမ္ပဏီတည်ထောင်ခြင်း၏ လုပ်ငန်းရည်ရွယ်ချက်များမှာ-

- (၁) စားသုံးဆီများ နှင့် ၎င်း၏ ဆက်စပ် ထုတ်ကုန်များအတွက် သိုလှောင်ကန်များ၊ ပို့ဆောင်သယ်ယူရန် သိုလှောင်ရုံများ၊ ကုန်စည်သိုလှောင်ရုံများ နှင့် အခြားသော သိုလှောင်မှုအထောက်အပံ့များကို တည်ဆောက်ခြင်း၊ ပိုင်ဆိုင်ခြင်း၊ လုပ်ငန်းလည်ပတ်ခြင်း၊ ငှားရမ်းခြင်း၊ ငှားရမ်းပေးခြင်း (သို့မဟုတ်) သိုလှောင်နိုင်ရန် (သို့) စီးပွားရေးအတွက်အသုံးပြုနိုင်ရန် ပြုလုပ်ပေးခြင်း။
- (၂) ကုန်စည်သိုလှောင်ရုံ နှင့် သိုလှောင်ခြင်းဝန်ဆောင်မှု၊ ထောက်ပံ့ပို့ဆောင်ရေးဝန်ဆောင်မှု၊ စာရင်းများစီမံခန့်ခွဲခြင်းနှင့် ထိန်းချုပ်ရေးဝန်ဆောင်မှု၊ ထုတ်ကုန်များကို သန့်စင်ခြင်း၊ စီမံကိုင်တွယ်ခြင်း နှင့် ပို့ဆောင်ခြင်းဝန်ဆောင်မှု၊ တိုင်းတာခြင်း၊ ချိန်တွယ်ခြင်း နှင့် စမ်းသပ်ခြင်း ဝန်ဆောင်မှု၊ အရည်အသွေး ထိန်းချုပ်ခြင်း နှင့် အာမခံခြင်းဝန်ဆောင်မှု၊ ပိုးသတ်ခြင်းဝန်ဆောင်မှုများ ဆောင်ရွက်ရန်။
- (၃) အထက်ပါလုပ်ငန်းရည်ရွယ်ချက်များနှင့် ဆက်စပ်နေသော (သို့မဟုတ်) အထက်ပါလုပ်ငန်းရည်ရွယ်ချက်များကို အထောက်အပံ့ပေးသော စီမံခန့်ခွဲရေးဝန်ဆောင်မှု၊ စီးပွားရေးစီမံခန့်ခွဲခြင်းနှင့် အတိုင်ပင်ခံ ဝန်ဆောင်မှု၊ နည်းပညာ ထောက်ပံ့ပေးခြင်းဝန်ဆောင်မှုများကို ဆောင်ရွက်ရန်။
- (၄) လွှမ်းမိုးသော ဥပဒေများ၊ စည်းမျဉ်းစည်းကမ်းများနှင့်အညီ အခါအားလျော်စွာ စီရင်ပိုင်ခွင့်ရှိသော အာဏာပိုင်များက အတည်ပြုထားသော ဘုတ်အဖွဲ့က ဆုံးဖြတ်သည့်အတိုင်း အခြားလုပ်ငန်းများကို အကောင်အထည်ဖော်ဆောင်ရွက်ခြင်း။
- (၅) ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အတွင်း သို့မဟုတ် ပြည်ပရှိ မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးလုပ်ငန်း၊ ကုမ္ပဏီ၊ ဘဏ် သို့မဟုတ် ငွေရေးကြေးရေး အဖွဲ့အစည်းများမှ ကုမ္ပဏီက သင့်သည်ထင်မြင်သည့် နည်းလမ်းဖြင့် ကုမ္ပဏီအကျိုးအတွက် ငွေချေးခြင်း။

ခြွင်းချက် - ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော် အတွင်း၌ဖြစ်စေ၊ အခြား မည်သည့် အရပ်၌ဖြစ်စေအချိန်ကာလအလိုက် တည်မြဲနေသော တရား ဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည်။ လုပ်ငန်းများမှ အပ အခြားလုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက်ခြင်း မပြုပါ။ ထို့အပြင် ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော် အတွင်း၌ အချိန်ကာလ အားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေ ပြဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့်ပြုထားခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထားရှိပါသည်။

(၃)

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်တိုင်သည် ဤအသင်းအဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
(1)	Wilmar Investment Holdings Pte. Ltd. 56 Neil Road Singapore 088830 Represented by: Mr. Thomas Joseph Lim Kim Guan (Lin Qinyuan) c/o 56 Neil Road, Singapore 088830	Singapore Registration No. 201221334H Singaporean Passport No. E4564161K	6,000	
(2)	Value Supplies Company Limited No. 36, Thein Phyu Road, Pazundaung Township, Yangon, Myanmar Represented by: Mr. Myint Maw No. 403, Khayaymyaing Street, 23-Ward, Thuwuna, Thingangyun Township, Yangon, Myanmar	Myanmar Registration No. 2129 of 2015-2016 (YGN) Myanmar Citizen NRC No. 12/Pa Za Ta (Naing) 023691	1,500	

ရန်ကုန်၊ နေ့စွဲ၊ ၂၀၁၇ ခုနှစ်၊ လ၊ ()ရက်။
အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

ပေလ်မာ မြန်မာ လော်ဂျစ်စတစ်(စ်) လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

♦ ♦ ♦ ♦ ♦ ♦ ♦ ♦

- ၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ နောက်ဆက်တွဲ ပထမဇယားပုံစံ 'က' ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

- ၂။ ဤကုမ္ပဏီသည်အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါသတ်မှတ်ချက်များသည် အကျိုး သက်ရောက်စေရမည်။
- (က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏အစုရှင်အရေအတွက်ကို ငါးဆယ် အထိသာကန့်သတ်ထားသည်။
- (ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(စ်) တစ်ခုခုအတွက် ငွေထည့် ဝင်ရန်အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ, တည် ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

- ၃။ ကုမ္ပဏီ၏ သတ်မှတ်ရင်းနှီးမ,တည်ငွေရင်းသည် အမေရိကန်ဒေါ်လာ ၂၀,၀၀၀,၀၀၀ (အမေရိကန် ဒေါ်လာ သန်းနှစ်ဆယ် တိတိ) ဖြစ်၍ အမေရိကန်ဒေါ်လာ ၁၀ (အမေရိကန် ဒေါ်လာ တစ်ဆယ် တိတိ) တန် အစုရှယ်ယာပေါင်း (၂,၀၀၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏စည်းမျဉ်းများနှင့်လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသော တရားဥပဒေ အထွေထွေ ပြဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။
- ၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဌာန်းချက်များကို မထိခိုက်စေဘဲ အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ကြီးကြပ်ကွပ်ကဲမှု အောက်တွင်ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော

ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။

- ၅။ အစုရှယ်ယာလက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်သည့် အခြား ပုဂ္ဂိုလ်များကလက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏တံဆိပ်ရိုက်နိုင်ထုတ်ပေးရမည်။ အစုရှယ်ယာလက်မှတ်သည် ပုံပန်းဖျက်ခြင်း၊ ပျောက်ဆုံးခြင်း သို့မဟုတ်ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည် အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်း ထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင် တစ်ဦး၏ တရားဝင်ကိုယ်စား လှယ်ကို ဒါရိုက်တာများက အသိအမှတ် ပြုပေးရမည်ဖြစ်သည်။
- ၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက်မပေးသွင်းရသေးသော ငွေများကိုအခါ အားလျော်စွာ တောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်နိုင်သည့် ပုဂ္ဂိုလ်များထံ သတ်မှတ်သည့်အချိန်နှင့် နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

- ၇။ သင်းလုံးကျွတ်အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦးထက်မနည်း (၁၀) ဦးထက်မများစေရ။ ပထမဒါရိုက်တာများသည်-
- (၁) Sun Dehai (Managing Director)
 - (၂) Kuok Khong Hong (Kuok Khoon Hong)
 - (၃) Beh Hang Chwee
 - (၄) Thomas Joseph Lim Kim Guan (Lin Qinyuan)
 - (၅) Myint Maw တို့ဖြစ်ကြပါသည်။
- ၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ဉာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းက အသုံးပြုနိုင်သည်။
- ၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန်လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာအနည်ဆုံး(-) စုကိုပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေပုဒ်မ ၈၅ ပါပြဌာန်း ချက် များကို လိုက်နာရန်တာဝန်ရှိသည်။
- ၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တစ်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှမပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့၏ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင် တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

အလှည့်ကျသော ဒါရိုက်တာများ

၁၁။ ဒါရိုက်တာတစ်ယောက်သည် (အခြားဒါရိုက်တာအပါအဝင်) မည်သူ့ကိုမဆို ၎င်း၏ အလှည့်ကျ ဒါရိုက်တာ အဖြစ် ခန့်အပ်ခြင်း၊ ဖယ်ရှားခြင်း (သို့) အစားထိုးခြင်း ကို အချိန်မရွေး ပြုလုပ်နိုင်သည်။ ထိုကဲ့သို့ အလှည့်ကျဒါရိုက်တာ ခန့်အပ်ခြင်း၊ ဖယ်ရှားခြင်း၊ အစားထိုးခြင်း များကို မည်သည့်ဒါရိုက်တာ မဆို စာဖြင့် ရေးသားပြုလုပ်နိုင်သည်။ ၎င်းတို့အား ကုမ္ပဏီရုံးခန်းမှ လက်ခံရရှိသည့်နေ့ (သို့မဟုတ်) နှိုက်တစ်စာတွင် ဖော်ပြထားသော ခန့်အပ်သည့်နေ့၊ ဖယ်ရှားသည့်နေ့၊ အစားထိုးသည့်နေ့များအနက်မှ နောက်ကျရာနေ့တွင် စတင် အကျိုးသက်ရောက်မည်ဖြစ်သည်။ အလှည့်ကျဒါရိုက်တာ တစ်ယောက်သည် ဒါရိုက်တာ တစ်ဦးထက်ပို၍ ကိုယ်စားပြုနိုင်ပြီး ၎င်း ကိုယ်တိုင်လည်း ဒါရိုက်တာဖြစ်ပါက မိမိအတွက်လည်းမဲပေးပိုင်ခွင့် ရှိသည့် အပြင် ၎င်းကိုယ်စားပြုသော ဒါရိုက်တာများအတွက်လည်း မဲတစ်မဲကို ဒါရိုက်တာအဖွဲ့ အစည်းအဝေးတွင် ပေးပိုင်ခွင့်ရှိသည်။ အလှည့်ကျ ဒါရိုက်တာသည် ၎င်းအားခန့်သော ဒါရိုက်တာမှ ၎င်းအားအလှည့်ကျ ဒါရိုက်တာအဖြစ်ခန့်အပ်ထားခြင်းကို ပယ်ဖျက်ပါက (သို့မဟုတ်) ခန့်အပ်ထားသော ဒါရိုက်တာကိုယ်တိုင် နှုတ်ထွက်ပါက ၎င်းအလှည့်ကျဒါရိုက်တာလည်း နှုတ်ထွက်ရမည်။ ဒါရိုက်တာ တစ်ယောက်သည် ၎င်းခန့်အပ်ထားသော အလှည့်ကျဒါရိုက်တာဆောင်ရွက်မှု (သို့မဟုတ်) ပျက်ကွက်မှုများအတွက် တာဝန်မရှိစေရ။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

- ၁၂။ ဒါရိုက်တာများသည် ၎င်းတို့သင့်လျော်သည့် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံဆွေးနွေးခြင်း၊ အစည်းအဝေးရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေးဖြစ်သည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿမဆို ပေါ်ပေါက်ပါက မန်နေဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။
- ၁၃။ ဒါရိုက်တာများ၏အစည်းအဝေးကို မည်သည့် ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။
- ၁၄။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့် ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်း တကျ ခေါ်ယူ ကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကိုသို့မဟုတ် ကိစ္စအားလုံးအတွက် အကျိုးသက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

- ၁၅။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ဇယားပုံစံ(က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေအာဏာများကိုမထိခိုက်စေဘဲဒါရိုက်တာများသည်အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေငြာသည်။ အာဏာဆိုသည်မှာ-
- (၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီက ရယူရန် အာဏာရှိသည့်မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသော မည်သည့်ပစ္စည်း

အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

- (၂) သင့်လျော်သော စည်းကမ်းသတ်မှတ်ချက်များဖြင့် ငွေကြေးများကို ချေးငှားရန် သို့မဟုတ်အဆိုပါ ချေးငှားသော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏

ဒီဘင်ချာများ၊ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါ အဝင်ယခုလက်ရှိနှင့် နောင်ရှိမည့်ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

- (၃) ဤကုမ္ပဏီကရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံ စာချုပ်များကို ထုတ်ဝေရန်၊ ထို့အပြင်အဆိုပါ အစုရှယ်ယာများ ထုတ်ဝေရာ၌ ငွေအပြည့်ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများအနေဖြင့်သော်လည်းကောင်း၊ သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံစာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသောရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ဝေရန်။

- (၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့် လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်းအလို့ငှာ ခေါ်ယူခြင်းမပြုရသေးသောရင်းနှီးငွေများအပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍သော်လည်းကောင်း၊ အပေါင်ပြု၍သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများတောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း၊ ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

- (၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကို အမြဲတမ်း ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက် ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်းကောင်း၊ အဆိုပါ ပုဂ္ဂိုလ်တို့၏ တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌ လည်းကောင်း၊ အာမခံပစ္စည်းများ၏ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါကိစ္စများအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကိုဖြစ်စေ၊ တစ်စိတ်တစ်ဒေသ ကိုဖြစ်စေ ဒါရိုက်တာများ၏ ကိုယ်စားဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

- (၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့်တွဲဖက်၍ မန်နေဂျင်းဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲမန်နေဂျာအဖြစ်ခန့်ထားရန်။

- (၇) မည်သည့် အစုရှယ်ယာမဆို ၎င်းတို့၏ အစုရှယ်ယာများ အားလုံးကိုဖြစ်စေ၊ အချို့အပိုက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသော စည်းကမ်းချက်များဖြင့် လက်ခံရန်။

- (၈) ဤကုမ္ပဏီကပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့်ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ်

ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါဝန်ထမ်းများနှင့်ပတ်သက်၍ လိုအပ်သော စာချုပ် စာတမ်းများ ချုပ်ဆိုပြုလုပ်ရန်။

- (၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့်စပ်လျဉ်း၍ ဤကုမ္ပဏီကပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆိုဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသောကြွေးမြီများနှင့် ဤကုမ္ပဏီ အပေါ် တောင်းခံသောကြွေးမြီများနှင့် ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက်သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။
- (၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ်ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန့်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင်ဖြန့်ဖြေရေး ခုံသမာဓိ၏ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။
- (၁၁) ဤကုမ္ပဏီကရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ်ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့် စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။
- (၁၂) လွှဲစာရင်းခံခြင်း၊ ကြွေးမြီဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စားဆောင်ရွက်ရန်။
- (၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ၊ ထပ်ဆင့်လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက်စာချုပ်များနှင့် စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ်ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။
- (၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော်လျှောက်ပတ်သော နည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင်ငွေများကို အာမခံ ပစ္စည်းပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံ ထားရန်နှင့် စီမံခန့်ခွဲထားရန်၊ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်လွှဲပြောင်းရန်။
- (၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေးခိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့်နှောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟုယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန် အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့်အခြားသော သဘောတူညီထားသည့် တရားဝင် သဘောတူညီချက်များနှင့် ဥပဒေပါပြဌာန်းချက်များပါ ပါဝင်သည်။
- (၁၆) ဤကုမ္ပဏီက ခန့်အပ်ထားသောမည်သည့် အရာရှိ သို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျ ဆောင်ရွက်ခဲ့သည့် လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသောအမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏အထွေထွေအမြတ်အစွန်းမှ ခွဲဝေပေးခြင်းများပြုလုပ်ရန်နှင့်အဆိုပါကော်မရှင်များ၊ အမြတ်များ ခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏ လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှတ်ရန်။
- (၁၇) ဤကုမ္ပဏီ၏ လုပ်ငန်းများ အရာရှိများဝန်ထမ်းများနှင့်အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းများအတွက် ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် တန်ဖိုးရှိစွာချုပ်ချယ်ဆောင်ရွက်ခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့်

ပြင်ဆင်ရန်အပြင် အဆိုပါဆောင်ရွက်ချက် စာချုပ်များနှင့်ကိစ္စရပ်များကိုလည်းကောင်း၊ ၎င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကိုလည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟုယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၆။ ကုမ္ပဏီကို ဥပဒေအရဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ် (၁၈) လအတွက် အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကို ကျင်းပရမည်။ ထို့နောက်ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့်နေရာ များတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါး (၁၅) ထက်မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့်ပတ်သက်၍ ဆုံးဖြတ် ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင် အခြားနည်း သတ်မှတ်ပြဌာန်းခြင်း မရှိလျှင် ထုတ်ဝေထားသည့် မတည်ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ် (၂) ဦး ထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့် ဦးရေဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ် (၂) ဦးတည်းသာ ရှိသည့် ကိစ္စတွင်မူ ထိုနှစ် (၂) ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက်ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၇။ သင်းလုံးကျွတ် အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏အစုရှင်များအားခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေပေးရ။

ရုံးဝန်ထမ်းများ

၁၈။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်းပြည့်မီသူ ပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်းပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ်ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဉာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ်

အစည်းအဝေးကအတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှု အားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်းဒါရိုက်တာအား တာဝန်ခံ၍ ဆောင်ရွက် ရမည်။

ငွေစာရင်းများ

၁၉။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါသတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ငွေ၊ သုံးငွေများ၏ပမာဏနှင့် ၎င်းငွေ၊ သုံးငွေများဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့်အကြောင်း ကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့်ပေးရန် တာဝန်များ။

၂၀။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံးများ သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာများတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၁။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၂၂။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာ ပါသော စာတိုစာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၃။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများက ကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှတစ်ပါး (သို့မဟုတ်) ထိုကိစ္စအလို့ငှာ ဒါရိုက်တာများမှ အခါအားလျော်စွာ ဆုံးဖြတ်ချက်ဖြင့် အခွင့်အာဏာပေးအပ်ခြင်းခံရသော အခြားပုဂ္ဂိုလ်တစ်ဦးဦး၏ ရှေ့မှောက်တွင်မှတစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထို ဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၆ (ဂ)တွင် ဖော်ပြပါရှိသည့် ပြဌာန်းချက်များ၊ လက်ရှိ တရားဝင် တည်ဆဲဥပဒေပြဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူးသို့မဟုတ် အခြားအရာရှိတစ်ဦးဦးမှာ မိမိ၏တာဝန်ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ ဖြစ်စေ ထိုတာဝန်ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေးရထိုက်ခွင့် ရှိစေရမည်။

ဖျက်သိမ်းခွင့်

၂၅။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင်မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

(၁၁)

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်တိုင်သည် ဤအသင်းအဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
(1)	Wilmar Investment Holdings Pte. Ltd. 56 Neil Road Singapore 088830 Represented by: Mr. Thomas Joseph Lim Kim Guan (Lin Qinyuan) c/o 56 Neil Road, Singapore 088830	Singapore Registration No. 201221334H Singaporean Passport No. E4564161K	6,000	
(2)	Value Supplies Company Limited No. 36, Thein Phyu Road, Pazundaung Township, Yangon, Myanmar Represented by: Mr. Myint Maw No. 403, Khayaymyaing Street, 23-Ward, Thuwuna, Thingangyun Township, Yangon, Myanmar	Myanmar Registration No. 2129 of 2015-2016 (YGN) Myanmar Citizen NRC No. 12/Pa Za Ta (Naing) 023691	1,500	

ရန်ကုန်၊ နေ့စွဲ၊ ၂၀၁၇ ခုနှစ်၊ လ၊ ()ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum of Association

OF

WILMAR MYANMAR LOGISTICS LIMITED



- I. The name of the Company is WILMAR MYANMAR LOGISTICS LIMITED
- II. The registered office of the Company will be situated in the Republic of the Union of Myanmar.
- III. The objects for which the Company is established are as on the next page.
- IV. The liability of the members is limited.
- V. The authorized capital of the Company is US\$20,000,000/- (United States Dollars Twenty Million Only) divided into 2,000,000 shares of US\$10/- (United States Dollars Ten only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.
- VI. The Objective for which the company is established are: -
 - (1) To build, own, operate, rent, lease out and/or make available for storage purposes and commercial use, tanks, terminals, warehouses and other storage facilities for edible oils and its related products.
 - (2) To provide warehousing and storage services, logistic services, inventory management and control services, products cleaning, handling and delivery services, measurement and weighing and testing services, quality control and assurance services and fumigation services.

(2)

- (3) To provide management services, business management and consultancy services and technical assistance services which are related to or ancillary to the above objectives.
- (4) To carry out any other business as may be decided by the board and approved by the competent authorities from time to time, in accordance with prevailing laws and regulations.
- (5) To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization, in such manner as the Company shall think fit.

PROVISO: Provided that the Company shall not exercise any of the above objects whether in the Republic of the Union of Myanmar or elsewhere, save in so far as it may be entitled to do so in accordance with the Laws, Orders and Notifications which are in force from time to time and then only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Republic of the Union of Myanmar for the time being in force.

(3)

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C. No.	Number of shares taken	Signatures
(1)	Wilmar Investment Holdings Pte. Ltd. 56 Neil Road Singapore 088830 Represented by: Mr. Thomas Joseph Lim Kim Guan (Lin Qinyuan) c/o 56 Neil Road, Singapore 088830	Singapore Registration No. 201221334H Singaporean Passport No. E4564161K	6,000	
(2)	Value Supplies Company Limited No. 36, Thein Phyu Road, Pazundaung Township, Yangon, Myanmar Represented by: Mr. Myint Maw No. 403, Khayaymyaing Street, 23-Ward, Thuwuna, Thingangyun Township, Yangon, Myanmar	Myanmar Registration No. 2129 of 2015- 2016 (YGN) Myanmar Citizen NRC No. 12/ PaZaTa (Naing) 023691	1,500	

Yangon. Dated the day of 2017

*It is hereby certified that the persons mentioned above
put their signatures in my presence.*

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles of Association

OF

WILMAR MYANMAR LOGISTICS LIMITED



1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly the following provisions shall have effect:
 - (a) *The number of members of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.*
 - (b) *Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.*

CAPITAL AND SHARES

3. The authorized capital of the Company is US\$20,000,000/- (United States Dollars Twenty Million Only) divided into 2,000,000 shares of US\$10/- (United States Dollars Ten only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.
4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to the shares shall be issued under the Seal of the Company and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.
6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made upon him to the persons and at the times and places appointed by the Directors. A call may be made payable by installments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting, the number of Directors shall not be less than two (2) and more than ten (10).

The First Directors shall be:-

- (1) Sun Dehai (*Managing Director*)
 - (2) Kuok Khong Hong (Kuok Khoon Hong)
 - (3) Beh Hang Chwee
 - (4) Thomas Joseph Lim Kim Guan (Lin Qinyuan)
 - (5) Myint Maw
8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.
 9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.
 10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

ALTERNATE DIRECTORS

11. A Director may at any time appoint any person (including another Director) to be his alternate and remove or replace such alternate Director. All appointments, removals and replacements of alternate Directors made by any Director shall be in writing under the hand of the Director making the same and shall take effect from the date of its receipt at the registered office of the Company or on the date of appointment, removal or replacement specified in the notice, whichever is the later. An alternate Director may represent more than one Director and an alternate Director shall be entitled at Board meetings to one vote for every Director whom he represents and, in the case where he is also a Director, in

addition to his own vote. Any person appointed as an alternate Director shall vacate his office as such alternate Director as and when the Director by whom he has been appointed removes him or vacates office as Director. A Director shall not be liable for the acts or defaults of any alternate Director appointed by him.

PROCEEDINGS OF DIRECTORS

12. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two (2) shall form a quorum. If there are any questions arising at any of the meetings, the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.
13. Any Director may at any time summon a meeting of Directors.
14. A resolution in writing signed by a majority of the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors, duly called, held and constituted.

POWERS AND DUTIES OF DIRECTORS

15. Without prejudice to the general power conferred by Regulation 71 of Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power: -
 - (a) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.
 - (b) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.
 - (c) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
 - (d) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

- (e) To appoint, remove or suspend at their discretion such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.
- (f) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.
- (g) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.
- (h) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.
- (i) To institute, conduct, defend or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.
- (j) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.
- (k) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.
- (l) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.
- (m) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.
- (n) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.
- (o) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.
- (p) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

- (q) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.
- (r) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.
- (s) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

16. A general meeting shall be held within eighteen (18) months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen (15) months after the holding of the last preceding general meeting) and at places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business, save as herein otherwise provided. Members holding not less than fifty (50) percent of the issued share capital (not less than two (2) members) personally present shall form a quorum for all purposes. And if and when in the case of there are only two (2) numbers of members in the Company, those two (2) members shall form a quorum.

DIVIDENDS

17. The Company in a general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

18. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

19. The Directors shall cause to be kept proper books of account with respect to:-
- (a) *all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;*
 - (b) *all sales and purchases of goods by the Company;*

(c) *all assets and liabilities of the Company.*

20. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

21. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

22. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

23. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of a Director or any other person so authorized from time to time by resolution of directors for the purpose, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

24. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

25. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by resolution of general meeting.



We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C. No.	Number of shares taken	Signatures
(1)	<p>Wilmar Investment Holdings Pte. Ltd. 56 Neil Road Singapore 088830</p> <p>Represented by: Mr Thomas Joseph Lim Kim Guan (Lin Qinyuan) c/o 56 Neil Road, Singapore 088830</p>	<p>Singapore Registration No. 201221334H</p> <p>Singaporean Passport No. E4564161K</p>	6,000	
(2)	<p>Value Supplies Company Limited No. 36, Thein Phyu Road, Pazundaung Township, Yangon, Myanmar</p> <p>Represented by: Mr. Myint Maw No. 403, Khayaymyaing Street, 23-Ward, Thuwuna, Thingangyun Township, Yangon, Myanmar</p>	<p>Myanmar Registration No. 2129 of 2015- 2016 (YGN)</p> <p>Myanmar Citizen NRC No. 12/ PaZaTa (Naing) 023691</p>	1,500	

Yangon. Dated the day of 2017

*It is hereby certified that the persons mentioned above
put their signatures in my presence.*

Annex IX

Investment Programme

Total Staff Cost in US\$

Annex X

Investment amount in Details

WILMAR MYANMAR LOGISTICS LIMITED

Tank Farm Project

THILAWA, MYANMAR

NO.	DESCRIPTION	QTY	UNIT	AMOUNT (USD)	TOTAL AMOUNT (USD)
A	DESIGN & PRELIMINERIES				
	- DESIGN & PRELIMINERIES	1.00	Lot	USD 200,000.00	USD 200,000.00
	SUB TOTAL - A				USD 200,000.00
B	TANKS				
1.	TANK 200 MT ----->	4.00	Unit		
	- PILING WORKS	4.00	Unit	USD 13,311.00	USD 53,244.00
	- CIVIL WORKS	4.00	Unit	USD 5,248.40	USD 20,993.58
	- STEEL STRUCTURES	4.00	Unit	USD 36,992.97	USD 147,971.88
	SUB TOTAL - B.1				USD 222,209.46
2.	TANK 250 MT (MATERIAL SS PLATE) --->	1.00	Unit		
	- PILING WORKS	1.00	Unit	USD 13,311.00	USD 13,311.00
	- CIVIL WORKS	1.00	Unit	USD 5,248.40	USD 5,248.40
	- STEEL STRUCTURES	1.00	Unit	USD 149,875.22	USD 149,875.22
	SUB TOTAL - B.2				USD 168,434.61
3.	TANK 500 MT ----->	4.00	Unit		
	- PILING WORKS	4.00	Unit	USD 28,840.50	USD 115,362.00
	- CIVIL WORKS	4.00	Unit	USD 15,663.09	USD 62,652.36
	- STEEL STRUCTURES	4.00	Unit	USD 59,593.73	USD 238,374.90
	SUB TOTAL - B.3				USD 416,389.26
4.	TANK 1000 MT ----->	2.00	Unit		
	- PILING WORKS	2.00	Unit	USD 50,445.00	USD 100,890.00
	- CIVIL WORKS	2.00	Unit	USD 21,760.91	USD 43,521.81
	- STEEL STRUCTURES	2.00	Unit	USD 90,679.10	USD 181,358.19
	SUB TOTAL - B.4				USD 325,770.00
5.	TANK 2000 MT ----->	10.00	Unit		
	- PILING WORKS	10.00	Unit	USD 118,500.00	USD 1,185,000.00
	- CIVIL WORKS	10.00	Unit	USD 60,750.00	USD 607,500.00
	- STEEL STRUCTURES	10.00	Unit	USD 152,378.04	USD 1,523,780.40
	SUB TOTAL - B.5				USD 3,316,280.40
6	PIPE RACK				
	- PILING WORKS	1.00	Lot	USD 19,200.00	USD 19,200.00
	- CIVIL WORKS	1.00	Lot	USD 49,932.62	USD 49,932.62
	- STEEL STRUCTURES	1.00	Lot	USD 126,520.58	USD 126,520.58
	SUB TOTAL - B.6				USD 195,653.19
7.	PIPE Line to Jetty				
	- Pipe Cs dia 8" 2 line	1.00	Lot	USD 322,500.00	USD 322,500.00
	- Pipe Hydrant dia 6" 1 line	1.00	Lot	USD 150,000.00	USD 150,000.00
	- Pipe air 2 " 1 line	1.00	Lot	USD 22,500.00	USD 22,500.00
	- Valve and fitting	1.00	Lot	USD 97,500.00	USD 97,500.00
	- Air compressor	2.00	Lot	USD 112,500.00	USD 225,000.00
	- Air receiver tank	2.00	Unit	USD 52,500.00	USD 105,000.00
	- Oil transfer pump	2.00	Unit	USD 23,250.00	USD 46,500.00
	- COATING	1.00	Lot	USD 75,900.00	USD 75,900.00
	SUB TOTAL - B.7				USD 1,044,900.00
8.	Pipe ISBL Tank				
	- PIPE	1.00	Lot	USD 93,000.00	USD 93,000.00
	- VALVE AND FITTING	1.00	Lot	USD 45,000.00	USD 45,000.00
	- COATING	1.00	Lot	USD 15,000.00	USD 15,000.00
	SUB TOTAL - B.8				USD 153,000.00

Total Staff Cost in US\$

Annex X

Investment amount in Details

WILMAR MYANMAR LOGISTICS LIMITED

Tank Firm Project

THILAWA, MYANMAR

9. BUND WALL					
- BUND WALL (39485 METER)	1.00	Lot	USD	72,836.33	USD 72,836.33
- CONCRETE FLOOR	1.00	Lot	USD	94,800.72	USD 94,800.72
- FAT TRAPS (2 UNITS)	1.00	Lot	USD	4,949.81	USD 4,949.81
SUB TOTAL - B.9					USD 172,586.85
10. STAIR CASE & WALK WAY					
STAIR CASE 1					
- PILING WORKS	1.00	Lot	USD	5,076.92	USD 5,076.92
- CIVIL WORKS	1.00	Lot	USD	2,672.35	USD 2,672.35
- STEEL STRUCTURES	1.00	Lot	USD	20,035.30	USD 20,035.30
STAIR CASE 2					
- PILING WORKS	1.00	Lot	USD	5,076.92	USD 5,076.92
- CIVIL WORKS	1.00	Lot	USD	2,672.35	USD 2,672.35
- STEEL STRUCTURES	1.00	Lot	USD	11,650.51	USD 11,650.51
WALK WAY					
- STEEL STRUCTURES	1.00	Lot	USD	93,810.31	USD 93,810.31
SUB TOTAL - B.10					USD 140,994.67
11. Mechanical					
- NITROGEN BLANKETING SYSTEM	1.00	Lot	USD	196,152.00	USD 196,152.00
- TANK HEATING	1.00	Lot	USD	78,000.00	USD 78,000.00
FIRE FIGHTING	1.00	Lot	USD	96,000.00	USD 96,000.00
AGITATOR MOTOR	1.00	Lot	USD	90,000.00	USD 90,000.00
- INSTRUMENTATION	1.00	Lot	USD	180,000.00	USD 180,000.00
SUB TOTAL - B.11					USD 640,152.00
GRAND TOTAL					USD 6,996,370.44
ROUNDED					USD 6,997,000.00

Annex X

Financial Feasibility Study

WILMAR MYANMAR LOGISTICS LIMITED

Tank Farm Project

THILAWA, MYANMAR

RATE	
USD	13,000

NO.	DESCRIPTION	QTY	UNIT	AMOUNT (USD)	TOTAL AMOUNT (USD)
A	DESIGN & PRELIMINERIES				
	- DESIGN & PRELIMINERIES	1.00	Lot	USD 200,000.00	USD 200,000.00
	SUB TOTAL - A				USD 200,000.00
B	TANKS				
1.	TANK 200 MT ----->	4.00	Unit		
	- PILING WORKS	4.00	Unit	USD 13,311.00	USD 53,244.00
	- CIVIL WORKS	4.00	Unit	USD 5,248.40	USD 20,993.58
	- STEEL STRUCTURES	4.00	Unit	USD 36,992.97	USD 147,971.88
	SUB TOTAL - B.1				USD 222,209.46
2.	TANK 250 MT (MATERIAL SS PLATE) --->	1.00	Unit		
	- PILING WORKS	1.00	Unit	USD 13,311.00	USD 13,311.00
	- CIVIL WORKS	1.00	Unit	USD 5,248.40	USD 5,248.40
	- STEEL STRUCTURES	1.00	Unit	USD 149,875.22	USD 149,875.22
	SUB TOTAL - B.2				USD 168,434.61
3.	TANK 500 MT ----->	4.00	Unit		
	- PILING WORKS	4.00	Unit	USD 28,840.50	USD 115,362.00
	- CIVIL WORKS	4.00	Unit	USD 15,663.09	USD 62,652.36
	- STEEL STRUCTURES	4.00	Unit	USD 59,593.73	USD 238,374.90
	SUB TOTAL - B.3				USD 416,389.26
4.	TANK 1000 MT ----->	2.00	Unit		
	- PILING WORKS	2.00	Unit	USD 50,445.00	USD 100,890.00
	- CIVIL WORKS	2.00	Unit	USD 21,760.91	USD 43,521.81
	- STEEL STRUCTURES	2.00	Unit	USD 90,679.10	USD 181,358.19
	SUB TOTAL - B.4				USD 325,770.00
5.	TANK 2000 MT ----->	10.00	Unit		
	- PILING WORKS	10.00	Unit	USD 118,500.00	USD 1,185,000.00
	- CIVIL WORKS	10.00	Unit	USD 60,750.00	USD 607,500.00
	- STEEL STRUCTURES	10.00	Unit	USD 152,378.04	USD 1,523,780.40
	SUB TOTAL - B.5				USD 3,316,280.40
6	PIPE RACK				
	- PILING WORKS	1.00	Lot	USD 19,200.00	USD 19,200.00
	- CIVIL WORKS	1.00	Lot	USD 49,932.62	USD 49,932.62
	- STEEL STRUCTURES	1.00	Lot	USD 126,520.58	USD 126,520.58
	SUB TOTAL - B.6				USD 195,653.19
7.	PIPE Line to Jetty				
	- Pipe Cs dia 8" 2 line	1.00	Lot	USD 322,500.00	USD 322,500.00
	- Pipe Hydrant dia 6" 1 line	1.00	Lot	USD 150,000.00	USD 150,000.00
	- Pipe air 2 " 1 line	1.00	Lot	USD 22,500.00	USD 22,500.00
	- Valve and fitting	1.00	Lot	USD 97,500.00	USD 97,500.00
	- Air compressor	2.00	Lot	USD 112,500.00	USD 225,000.00
	- Air receiver tank	2.00	Unit	USD 52,500.00	USD 105,000.00
	- Oil transfer pump	2.00	Unit	USD 23,250.00	USD 46,500.00
	- COATING	1.00	Lot	USD 75,900.00	USD 75,900.00
	SUB TOTAL - B.7				USD 1,044,900.00
8.	Pipe ISBL Tank				
	- PIPE	1.00	Lot	USD 93,000.00	USD 93,000.00
	- VALVE AND FITTING	1.00	Lot	USD 45,000.00	USD 45,000.00
	- COATING	1.00	Lot	USD 15,000.00	USD 15,000.00
	SUB TOTAL - B.8				USD 153,000.00
9.	BUND WALL				
	- BUND WALL (39485 METER)	1.00	Lot	USD 72,836.33	USD 72,836.33
	- CONCRETE FLOOR	1.00	Lot	USD 94,800.72	USD 94,800.72
	- FAT TRAPS (2 UNITS)	1.00	Lot	USD 4,949.81	USD 4,949.81
	SUB TOTAL - B.9				USD 172,586.85

WILMAR MYANMAR LOGISTICS LIMITED

Tank Farm Project

THILAWA, MYANMAR

RATE	
USD	13,000

NO.	DESCRIPTION	QTY	UNIT	AMOUNT (USD)	TOTAL AMOUNT (USD)
10.	STAIR CASE & WALK WAY				
	STAIR CASE 1				
	- PILING WORKS	1.00	Lot	USD 5,076.92	USD 5,076.92
	- CIVIL WORKS	1.00	Lot	USD 2,672.35	USD 2,672.35
	- STEEL STRUCTURES	1.00	Lot	USD 20,035.30	USD 20,035.30
	STAIR CASE 2				
	- PILING WORKS	1.00	Lot	USD 5,076.92	USD 5,076.92
	- CIVIL WORKS	1.00	Lot	USD 2,672.35	USD 2,672.35
	- STEEL STRUCTURES	1.00	Lot	USD 11,650.51	USD 11,650.51
	WALK WAY				
	- STEEL STRUCTURES	1.00	Lot	USD 93,810.31	USD 93,810.31
	SUB TOTAL - B.10				USD 140,994.67
11.	Mechanical				
	- NITROGEN BLANKETING SYSTEM	1.00	Lot	USD 196,152.00	USD 196,152.00
	- TANK HEATING	1.00	Lot	USD 78,000.00	USD 78,000.00
	FIRE FIGHTING	1.00	Lot	USD 96,000.00	USD 96,000.00
	AGITATOR MOTOR	1.00	Lot	USD 90,000.00	USD 90,000.00
	- INSTRUMENTATION	1.00	Lot	USD 180,000.00	USD 180,000.00
	SUB TOTAL - B.11				USD 640,152.00
	GRAND TOTAL				USD 6,996,370.44
	ROUNDED				USD 6,997,000.00

Project Capital Expenditure and Capital Structure

Total Project Cost	6,997,000	
<i>Year -1</i>	3,498,500	50%
<i>Year 0</i>	3,498,500	50%

Capital Structure (%)	
<i>Debt</i>	70%
<i>Equity</i>	30%
Total	100%

Funding Requirement	
<i>Debt</i>	4,897,900
<i>Equity</i>	2,099,100
Total	6,997,000

Cost Disbursement Schedule			
	Year -1	Year 0	Year 1
Interest Rate (without 10% Withholding Tax)	3.50%	3.50%	3.50%
Disbursements at Start of Period	3,498,500	3,498,500	-
Cumulative Disbursements at Start of Period	3,498,500	6,997,000	6,997,000
Capital Injection at Start of Period	2,099,100	-	-
Loan Drawdowns	1,399,400	3,498,500	-
Loan Principal	1,399,400	4,897,900	4,897,900
Interest Cost	48,979	122,448	-

Loan Drawdown and Repayment

Year	Principal	Interest Rate		Repayment of Principal	Capitalized Interest	Interest Payment @ 4.5%	Total	Outstanding Principal at End of Year
		Excluding Withholding Tax of 10%	Including Withholding Tax of 10%					
-1	1,399,400	3.50%	3.89%	-	-	-	-	1,399,400
0	3,498,500	3.50%	3.89%	-	-	-	-	4,897,900
1	-	3.50%	3.89%	-	171,427	-	-	5,069,327
2	-	3.50%	3.89%	183,950	-	177,426	361,376	4,885,377
3	-	3.50%	3.89%	205,365	-	170,988	376,353	4,680,012
4	-	3.50%	3.89%	210,974	-	163,800	374,774	4,469,038
5	-	3.50%	3.89%	218,250	-	156,416	374,666	4,250,789
6	-	3.50%	3.89%	217,381	-	148,778	366,158	4,033,408
7	-	3.50%	3.89%	216,479	-	141,169	357,648	3,816,929
8	-	3.50%	3.89%	211,380	-	133,593	344,972	3,605,550
9	-	3.50%	3.89%	206,136	-	126,194	332,330	3,399,414
10	-	3.50%	3.89%	197,969	-	118,979	316,949	3,201,444
11	-	3.50%	3.89%	189,577	-	112,051	301,628	3,011,867
12	-	3.50%	3.89%	193,441	-	105,415	298,856	2,818,426
13	-	3.50%	3.89%	197,395	-	98,645	296,040	2,621,031
14	-	3.50%	3.89%	201,442	-	91,736	293,178	2,419,588
15	-	3.50%	3.89%	250,621	-	84,686	335,307	2,168,968
16	-	3.50%	3.89%	256,042	-	75,914	331,956	1,912,925
17	-	3.50%	3.89%	1,912,925	-	66,952	1,979,878	-
18	-	3.50%	3.89%	-	-	-	-	-
19	-	3.50%	3.89%	-	-	-	-	-
20	-	3.50%	3.89%	-	-	-	-	-
21	-	3.50%	3.89%	-	-	-	-	-
22	-	3.50%	3.89%	-	-	-	-	-
23	-	3.50%	3.89%	-	-	-	-	-
24	-	3.50%	3.89%	-	-	-	-	-
25	-	3.50%	3.89%	-	-	-	-	-

Loan Drawdown and Repayment

Year	Principal	Interest Rate		Repayment of Principal	Capitalized Interest	Interest Payment @ 4.5%	Total	Outstanding Principal at End of Year
		Excluding Withholding Tax of 10%	Including Withholding Tax of 10%					
26	-	3.50%	3.89%	-	-	-	-	-
27	-	3.50%	3.89%	-	-	-	-	-
28	-	3.50%	3.89%	-	-	-	-	-
29	-	3.50%	3.89%	-	-	-	-	-
30	-	3.50%	3.89%	-	-	-	-	-
31	-	3.50%	3.89%	-	-	-	-	-
32	-	3.50%	3.89%	-	-	-	-	-
33	-	3.50%	3.89%	-	-	-	-	-
34	-	3.50%	3.89%	-	-	-	-	-
35	-	3.50%	3.89%	-	-	-	-	-
36	-	3.50%	3.89%	-	-	-	-	-
37	-	3.50%	3.89%	-	-	-	-	-
38	-	3.50%	3.89%	-	-	-	-	-
39	-	3.50%	3.89%	-	-	-	-	-
40	-	3.50%	3.89%	-	-	-	-	-
41	-	3.50%	3.89%	-	-	-	-	-
42	-	3.50%	3.89%	-	-	-	-	-
43	-	3.50%	3.89%	-	-	-	-	-
44	-	3.50%	3.89%	-	-	-	-	-
45	-	3.50%	3.89%	-	-	-	-	-
46	-	3.50%	3.89%	-	-	-	-	-
47	-	3.50%	3.89%	-	-	-	-	-
48	-	3.50%	3.89%	-	-	-	-	-
49	-	3.50%	3.89%	-	-	-	-	-
50	-	3.50%	3.89%	-	-	-	-	-
	4,897,900			5,069,327	171,427	1,972,743	7,042,070	

Annual Storage Volume and Sales Revenue

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Year	Year	Price per MT Handled (USD)	Volume Handled (MT)	Annual Revenue
-1	2016	-	-	-
0	2017	-	-	-
1	2018	2.50	349,005	872,513
2	2019	2.50	361,692	904,230
3	2020	2.50	362,590	906,475
4	2021	2.50	364,590	911,475
5	2022	2.50	360,590	901,475
6	2023	2.50	356,590	891,475
7	2024	2.50	349,590	873,975
8	2025	2.50	342,590	856,475
9	2026	2.50	333,590	833,975
10	2027	2.50	324,590	811,475
11	2028	2.50	324,590	811,475
12	2029	2.50	324,590	811,475
13	2030	2.50	324,590	811,475
14	2031	2.75	324,590	892,623
15	2032	2.75	324,590	892,623
16	2033	2.75	324,590	892,623
17	2034	2.75	324,590	892,623
18	2035	2.75	324,590	892,623
19	2036	2.75	324,590	892,623
20	2037	2.75	324,590	892,623
21	2038	2.75	324,590	892,623
22	2039	2.75	324,590	892,623
23	2040	2.75	324,590	892,623
24	2041	3.03	324,590	981,885
25	2042	3.03	324,590	981,885
26	2043	3.03	324,590	981,885
27	2044	3.03	324,590	981,885
28	2045	3.03	324,590	981,885
29	2046	3.03	324,590	981,885
30	2047	3.03	324,590	981,885

Annual Storage Volume and Sales Revenue

2/2

Year	Year	Price per MT Handled (USD)	Volume Handled (MT)	Annual Revenue
31	2048	3.03	324,590	981,885
32	2049	3.03	324,590	981,885
33	2050	3.03	324,590	981,885
34	2051	3.33	324,590	1,080,073
35	2052	3.33	324,590	1,080,073
36	2053	3.33	324,590	1,080,073
37	2054	3.33	324,590	1,080,073
38	2055	3.33	324,590	1,080,073
39	2056	3.33	324,590	1,080,073
40	2057	3.33	324,590	1,080,073
41	2058	3.33	324,590	1,080,073
42	2059	3.33	324,590	1,080,073
43	2060	3.33	324,590	1,080,073
44	2061	3.66	324,590	1,188,081
45	2062	3.66	324,590	1,188,081
46	2063	3.66	324,590	1,188,081
47	2064	3.66	324,590	1,188,081
48	2065	3.66	324,590	1,188,081
49	2066	3.66	324,590	1,188,081
50	2067	3.66	324,590	1,188,081
Total			16,489,017	49,060,336

Total Staff Cost

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S/N	Role	G&A Staff	S&D Staff	Manufacturing Staff	Total Staff	Monthly Salary in USD	Monthly SSB Contribution per Staff in USD	Monthly Total in USD	Annual Salary in USD
1	General Manager	-	-	-	-	6,000	9	-	-
2	Deputy General Manager	-	-	-	-	4,000	9	-	-
3	Manager	1	-	-	1	1,500	9	1,509	18,108
4	Assistant Manager	-	-	1	1	1,000	9	1,009	12,108
5	Staff (G-I)	1	-	4	5	500	9	2,545	30,540
6	Staff (G-II)	-	-	4	4	400	9	1,636	19,632
7	Staff (G-III)	-	-	8	8	300	9	2,472	29,664
8	Driver	-	-	1	1	220	7	227	2,719
9	Security	-	-	4	4	220	7	906	10,877
10	Cleaner	-	-	4	4	120	4	494	5,933
Totals		2	-	26	28			10,798	129,581

Category	Annual Salary	Annual SSB	Total
Staff - G&A	24,000	216	24,216
Staff - S&D	-	-	-
Staff - Manufacturing	102,960	2,405	105,365
Total	126,960	2,621	129,581

Annual Volume Handled

S/N	Year	Liquids Throughput at Port (MT)	Volume at Consumer Pack Plant (MT)	Volume at Bulk Oil Plant (MT)
-1	2016	-	-	-
0	2017	-	-	-
1	2018	349,005	78,005	271,000
2	2019	361,692	103,692	258,000
3	2020	362,590	119,590	243,000
4	2021	364,590	119,590	245,000
5	2022	360,590	119,590	241,000
6	2023	356,590	119,590	237,000
7	2024	349,590	119,590	230,000
8	2025	342,590	119,590	223,000
9	2026	333,590	119,590	214,000
10	2027	324,590	119,590	205,000
11	2028	324,590	119,590	205,000
12	2029	324,590	119,590	205,000
13	2030	324,590	119,590	205,000
14	2031	324,590	119,590	205,000
15	2032	324,590	119,590	205,000
16	2033	324,590	119,590	205,000
17	2034	324,590	119,590	205,000
18	2035	324,590	119,590	205,000
19	2036	324,590	119,590	205,000
20	2037	324,590	119,590	205,000
21	2038	324,590	119,590	205,000
22	2039	324,590	119,590	205,000
23	2040	324,590	119,590	205,000
24	2041	324,590	119,590	205,000
25	2042	324,590	119,590	205,000
26	2043	324,590	119,590	205,000
27	2044	324,590	119,590	205,000
28	2045	324,590	119,590	205,000
29	2046	324,590	119,590	205,000
30	2047	324,590	119,590	205,000
31	2048	324,590	119,590	205,000

Annual Volume Handled

S/N	Year	Liquids Throughput at Port (MT)	Volume at Consumer Pack Plant (MT)	Volume at Bulk Oil Plant (MT)
32	2049	324,590	119,590	205,000
33	2050	324,590	119,590	205,000
34	2051	324,590	119,590	205,000
35	2052	324,590	119,590	205,000
36	2053	324,590	119,590	205,000
37	2054	324,590	119,590	205,000
38	2055	324,590	119,590	205,000
39	2056	324,590	119,590	205,000
40	2057	324,590	119,590	205,000
41	2058	324,590	119,590	205,000
42	2059	324,590	119,590	205,000
43	2060	324,590	119,590	205,000
44	2061	324,590	119,590	205,000
45	2062	324,590	119,590	205,000
46	2063	324,590	119,590	205,000
47	2064	324,590	119,590	205,000
48	2065	324,590	119,590	205,000
49	2066	324,590	119,590	205,000
50	2067	324,590	119,590	205,000

Other Costs

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	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
	1	2	3	4	5	6	7	8	9	10
S&D EXPENSES										
S&D Salary 1%	-	-	-	-	-	-	-	-	-	-
Marketing Cost 1%	8,725	9,042	9,065	9,115	9,015	8,915	8,740	8,565	8,340	8,115
Total: S&D	8,725	9,042	9,065	9,115	9,015	8,915	8,740	8,565	8,340	8,115
G&A EXPENSES										
G&A Salary 1%	24,216	24,458	24,703	24,950	25,199	25,451	25,706	25,963	26,222	26,485
Admin Overheads 10%	2,422	2,446	2,470	2,495	2,520	2,545	2,571	2,596	2,622	2,648
Misc Overheads 5%	1,211	1,223	1,235	1,247	1,260	1,273	1,285	1,298	1,311	1,324
Utilities 1%	2,400	2,424	2,448	2,473	2,497	2,522	2,548	2,573	2,599	2,625
Total: G&A	30,248	30,551	30,856	31,165	31,477	31,791	32,109	32,430	32,755	33,082
TOTAL	38,974	39,593	39,921	40,280	40,491	40,706	40,849	40,995	41,094	41,197

Other Costs

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	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
	11	12	13	14	15	16	17	18	19	20
S&D EXPENSES										
S&D Salary 1%	-	-	-	-	-	-	-	-	-	-
Marketing Cost 1%	8,115	8,115	8,115	8,926	8,926	8,926	8,926	8,926	8,926	8,926
Total: S&D	8,115	8,115	8,115	8,926	8,926	8,926	8,926	8,926	8,926	8,926
G&A EXPENSES										
G&A Salary 1%	26,750	27,017	27,287	27,560	27,836	28,114	28,395	28,679	28,966	29,256
Admin Overheads 10%	2,675	2,702	2,729	2,756	2,784	2,811	2,840	2,868	2,897	2,926
Misc Overheads 5%	1,337	1,351	1,364	1,378	1,392	1,406	1,420	1,434	1,448	1,463
Utilities 1%	2,651	2,678	2,704	2,731	2,759	2,786	2,814	2,842	2,871	2,899
Total: G&A	33,413	33,747	34,085	34,426	34,770	35,117	35,469	35,823	36,182	36,543
TOTAL	41,528	41,862	42,199	43,352	43,696	44,044	44,395	44,750	45,108	45,470

Other Costs

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	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
	21	22	23	24	25	26	27	28	29	30
S&D EXPENSES										
S&D Salary 1%	-	-	-	-	-	-	-	-	-	-
Marketing Cost 1%	8,926	8,926	8,926	9,819	9,819	9,819	9,819	9,819	9,819	9,819
Total: S&D	8,926	8,926	8,926	9,819	9,819	9,819	9,819	9,819	9,819	9,819
G&A EXPENSES										
G&A Salary 1%	29,548	29,844	30,142	30,443	30,748	31,055	31,366	31,680	31,996	32,316
Admin Overheads 10%	2,955	2,984	3,014	3,044	3,075	3,106	3,137	3,168	3,200	3,232
Misc Overheads 5%	1,477	1,492	1,507	1,522	1,537	1,553	1,568	1,584	1,600	1,616
Utilities 1%	2,928	2,958	2,987	3,017	3,047	3,078	3,109	3,140	3,171	3,203
Total: G&A	36,909	37,278	37,651	38,027	38,407	38,792	39,179	39,571	39,967	40,367
TOTAL	45,835	46,204	46,577	47,846	48,226	48,610	48,998	49,390	49,786	50,185

Other Costs

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	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057
	31	32	33	34	35	36	37	38	39	40
S&D EXPENSES										
S&D Salary 1%	-	-	-	-	-	-	-	-	-	-
Marketing Cost 1%	9,819	9,819	9,819	10,801	10,801	10,801	10,801	10,801	10,801	10,801
Total: S&D	9,819	9,819	9,819	10,801	10,801	10,801	10,801	10,801	10,801	10,801
G&A EXPENSES										
G&A Salary 1%	32,640	32,966	33,296	33,629	33,965	34,304	34,647	34,994	35,344	35,697
Admin Overheads 10%	3,264	3,297	3,330	3,363	3,396	3,430	3,465	3,499	3,534	3,570
Misc Overheads 5%	1,632	1,648	1,665	1,681	1,698	1,715	1,732	1,750	1,767	1,785
Utilities 1%	3,235	3,267	3,300	3,333	3,366	3,400	3,434	3,468	3,503	3,538
Total: G&A	40,770	41,178	41,590	42,006	42,426	42,850	43,278	43,711	44,148	44,590
TOTAL	50,589	50,997	51,409	52,806	53,226	53,651	54,079	54,512	54,949	55,391

Other Costs

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	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067
	41	42	43	44	45	46	47	48	49	50
S&D EXPENSES										
S&D Salary 1%	-	-	-	-	-	-	-	-	-	-
Marketing Cost 1%	10,801	10,801	10,801	11,881	11,881	11,881	11,881	11,881	11,881	11,881
Total: S&D	10,801	10,801	10,801	11,881	11,881	11,881	11,881	11,881	11,881	11,881
G&A EXPENSES										
G&A Salary 1%	36,054	36,415	36,779	37,147	37,518	37,893	38,272	38,655	39,042	39,432
Admin Overheads 10%	3,605	3,641	3,678	3,715	3,752	3,789	3,827	3,866	3,904	3,943
Misc Overheads 5%	1,803	1,821	1,839	1,857	1,876	1,895	1,914	1,933	1,952	1,972
Utilities 1%	3,573	3,609	3,645	3,682	3,718	3,756	3,793	3,831	3,869	3,908
Total: G&A	45,036	45,486	45,941	46,400	46,864	47,333	47,806	48,284	48,767	49,255
TOTAL	55,836	56,287	56,742	58,281	58,745	59,214	59,687	60,165	60,648	61,136

Income Statement

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	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
	-1	0	1	2	3	4	5	6	7	8	9	10
REVENUE	-	-	872,513	904,230	906,475	911,475	901,475	891,475	873,975	856,475	833,975	811,475
COST OF GOODS SOLD	-	-	457,493	466,476	468,101	470,426	469,012	467,608	464,341	461,084	456,589	452,105
GROSS PROFIT	-	-	415,020	437,754	438,374	441,049	432,463	423,867	409,634	395,391	377,386	359,370
S&D COST	-	-	8,725	9,042	9,065	9,115	9,015	8,915	8,740	8,565	8,340	8,115
G&A COST	-	-	30,248	30,551	30,856	31,165	31,477	31,791	32,109	32,430	32,755	33,082
EBITDA	-	-	376,046	398,161	398,452	400,769	391,972	383,161	368,785	354,396	336,292	318,173
AMORTIZATION	-	-	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940
DEPRECIATION	-	-	-	-	-	-	-	-	-	-	-	-
INTEREST COST	-	-	177,426	170,988	163,800	156,416	148,778	141,169	133,593	126,194	118,979	112,051
EBT	-	-	58,680	87,233	94,712	104,413	103,254	102,051	95,253	88,262	77,372	66,183
INCOME TAX (25%)	-	-	14,670	21,808	23,678	26,103	25,814	25,513	23,813	22,065	19,343	16,546
NET PROFIT/LOSS	-	-	44,010	65,425	71,034	78,310	77,441	76,539	71,440	66,196	58,029	49,637
CSR Contribution Budget of 1%	-	-	440	654	710	783	774	765	714	662	580	496

Income Statement

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	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
	11	12	13	14	15	16	17	18	19	20	21	22
REVENUE	811,475	811,475	811,475	892,623	892,623	892,623	892,623	892,623	892,623	892,623	892,623	892,623
COST OF GOODS SOLD	453,257	454,421	455,596	477,071	478,270	479,481	480,704	481,940	483,187	484,448	485,721	487,006
GROSS PROFIT	358,218	357,054	355,879	415,552	414,353	413,142	411,918	410,683	409,435	408,175	406,902	405,616
S&D COST	8,115	8,115	8,115	8,926	8,926	8,926	8,926	8,926	8,926	8,926	8,926	8,926
G&A COST	33,413	33,747	34,085	34,426	34,770	35,117	35,469	35,823	36,182	36,543	36,909	37,278
EBITDA	316,690	315,192	313,679	372,200	370,657	369,098	367,524	365,933	364,327	362,705	361,067	359,412
AMORTIZATION	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940
DEPRECIATION	-	-	-	-	-	-	-	-	-	-	-	-
INTEREST COST	105,415	98,645	91,736	84,686	75,914	66,952	-	-	-	-	-	-
EBT	71,335	76,607	82,003	147,575	154,803	162,206	227,584	225,993	224,387	222,765	221,127	219,472
INCOME TAX (25%)	17,834	19,152	20,501	36,894	38,701	40,551	56,896	56,498	56,097	55,691	55,282	54,868
NET PROFIT/LOSS	53,501	57,455	61,502	110,681	116,102	121,654	170,688	169,495	168,290	167,074	165,845	164,604
CSR Contribution Budget of 1%	535	575	615	1,107	1,161	1,217	1,707	1,695	1,683	1,671	1,658	1,646

Income Statement

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	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051
	23	24	25	26	27	28	29	30	31	32	33	34
REVENUE	892,623	981,885	981,885	981,885	981,885	981,885	981,885	981,885	981,885	981,885	981,885	1,080,073
COST OF GOODS SOLD	488,305	511,932	513,257	514,594	515,946	517,310	518,689	520,081	521,487	522,907	524,342	550,337
GROSS PROFIT	404,318	469,953	468,628	467,290	465,939	464,574	463,196	461,804	460,398	458,978	457,543	529,736
S&D COST	8,926	9,819	9,819	9,819	9,819	9,819	9,819	9,819	9,819	9,819	9,819	10,801
G&A COST	37,651	38,027	38,407	38,792	39,179	39,571	39,967	40,367	40,770	41,178	41,590	42,006
EBITDA	357,741	422,107	420,402	418,680	416,941	415,184	413,410	411,618	409,809	407,981	406,135	476,929
AMORTIZATION	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940
DEPRECIATION	-	-	-	-	-	-	-	-	-	-	-	-
INTEREST COST	-	-	-	-	-	-	-	-	-	-	-	-
EBT	217,801	282,167	280,462	278,740	277,001	275,244	273,470	271,678	269,869	268,041	266,195	336,989
INCOME TAX (25%)	54,450	70,542	70,115	69,685	69,250	68,811	68,368	67,920	67,467	67,010	66,549	84,247
NET PROFIT/LOSS	163,351	211,625	210,346	209,055	207,751	206,433	205,103	203,759	202,401	201,031	199,646	252,742
CSR Contribution Budget of 1%	1,634	2,116	2,103	2,091	2,078	2,064	2,051	2,038	2,024	2,010	1,996	2,527

Income Statement

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	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063
	35	36	37	38	39	40	41	42	43	44	45	46
REVENUE	1,080,073	1,080,073	1,080,073	1,080,073	1,080,073	1,080,073	1,080,073	1,080,073	1,080,073	1,188,081	1,188,081	1,188,081
COST OF GOODS SOLD	551,801	553,278	554,771	556,278	557,801	559,339	560,892	562,461	564,045	592,647	594,264	595,896
GROSS PROFIT	528,273	526,795	525,302	523,795	522,272	520,734	519,181	517,612	516,028	595,433	593,817	592,184
S&D COST	10,801	10,801	10,801	10,801	10,801	10,801	10,801	10,801	10,801	11,881	11,881	11,881
G&A COST	42,426	42,850	43,278	43,711	44,148	44,590	45,036	45,486	45,941	46,400	46,864	47,333
EBITDA	475,046	473,144	471,223	469,283	467,323	465,344	463,345	461,326	459,286	537,152	535,072	532,971
AMORTIZATION	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940
DEPRECIATION	-	-	-	-	-	-	-	-	-	-	-	-
INTEREST COST	-	-	-	-	-	-	-	-	-	-	-	-
EBT	335,106	333,204	331,283	329,343	327,383	325,404	323,405	321,386	319,346	397,212	395,132	393,031
INCOME TAX (25%)	83,777	83,301	82,821	82,336	81,846	81,351	80,851	80,346	79,837	99,303	98,783	98,258
NET PROFIT/LOSS	251,330	249,903	248,462	247,007	245,537	244,053	242,553	241,039	239,510	297,909	296,349	294,773
CSR Contribution Budget of 1%	2,513	2,499	2,485	2,470	2,455	2,441	2,426	2,410	2,395	2,979	2,963	2,948

Income Statement

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	2064	2065	2066	2067
	47	48	49	50
REVENUE	1,188,081	1,188,081	1,188,081	1,188,081
COST OF GOODS SOLD	597,545	599,210	600,892	602,591
GROSS PROFIT	590,536	588,870	587,189	585,490
S&D COST	11,881	11,881	11,881	11,881
G&A COST	47,806	48,284	48,767	49,255
EBITDA	530,849	528,705	526,540	524,354
AMORTIZATION	139,940	139,940	139,940	139,940
DEPRECIATION	-	-	-	-
INTEREST COST	-	-	-	-
EBT	390,909	388,765	386,600	384,414
INCOME TAX (25%)	97,727	97,191	96,650	96,104
NET PROFIT/LOSS	293,181	291,574	289,950	288,311
CSR Contribution Budget of 1%	2,932	2,916	2,900	2,883

Balance Sheet

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	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
	-1	0	1	2	3	4	5	6	7	8	9	10
ASSETS												
Construction Works	3,498,500	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000
<i>Provision for Amortization</i>	-	-	139,940	279,880	419,820	559,760	699,700	839,640	979,580	1,119,520	1,259,460	1,399,400
Construction Works less Amortization	3,498,500	6,997,000	6,857,060	6,717,120	6,577,180	6,437,240	6,297,300	6,157,360	6,017,420	5,877,480	5,737,540	5,597,600
Machinery	-	-	-	-	-	-	-	-	-	-	-	-
<i>Depreciation for Machinery</i>	-	-	-	-	-	-	-	-	-	-	-	-
Machinery less Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Cash	-	-	355,376	376,791	382,401	389,676	388,807	387,905	382,806	377,563	369,396	361,004
Inventory	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	3,498,500	6,997,000	7,212,436	7,093,911	6,959,581	6,826,916	6,686,107	6,545,265	6,400,226	6,255,043	6,106,936	5,958,604
LIABILITIES												
Loan Payable	1,399,400	4,897,900	5,069,327	4,885,377	4,680,012	4,469,038	4,250,789	4,033,408	3,816,929	3,605,550	3,399,414	3,201,444
Other Payables												
Total Liabilities	1,399,400	4,897,900	5,069,327	4,885,377	4,680,012	4,469,038	4,250,789	4,033,408	3,816,929	3,605,550	3,399,414	3,201,444
EQUITY												
Paid-in Capital	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100
Accumulated Profit/Loss at Start	-	-	-	44,010	109,434	180,468	258,778	336,219	412,757	484,197	550,393	608,422
<i>Net Profit/Loss for the Year</i>	-	-	44,010	65,425	71,034	78,310	77,441	76,539	71,440	66,196	58,029	49,637
Accumulated Profit/Loss at End	-	-	44,010	109,434	180,468	258,778	336,219	412,757	484,197	550,393	608,422	658,059
Total Equity	2,099,100	2,099,100	2,143,110	2,208,534	2,279,568	2,357,878	2,435,319	2,511,857	2,583,297	2,649,493	2,707,522	2,757,159
TOTAL LIABILITIES & EQUITY	3,498,500	6,997,000	7,212,436	7,093,911	6,959,581	6,826,916	6,686,107	6,545,265	6,400,226	6,255,043	6,106,936	5,958,604

Balance Sheet

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	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
	11	12	13	14	15	16	17	18	19	20	21	22
ASSETS												
Construction Works	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000
<i>Provision for Amortization</i>	1,539,340	1,679,280	1,819,220	1,959,160	2,099,100	2,239,040	2,378,980	2,518,920	2,658,860	2,798,800	2,938,740	3,078,680
Construction Works less Amortization	5,457,660	5,317,720	5,177,780	5,037,840	4,897,900	4,757,960	4,618,020	4,478,080	4,338,140	4,198,200	4,058,260	3,918,320
Machinery	-	-	-	-	-	-	-	-	-	-	-	-
<i>Depreciation for Machinery</i>	-	-	-	-	-	-	-	-	-	-	-	-
Machinery less Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Cash	364,868	368,822	372,869	422,047	427,469	433,021	1,169,277	859,842	551,612	244,598	61,187	365,731
Inventory	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	5,822,528	5,686,542	5,550,649	5,459,887	5,325,369	5,190,981	5,787,297	5,337,922	4,889,752	4,442,798	4,119,447	4,284,051
LIABILITIES												
Loan Payable	3,011,867	2,818,426	2,621,031	2,419,588	2,168,968	1,912,925	-	-	-	-	-	-
Other Payables	-	-	-	-	-	-	-	-	-	-	-	-
Total Liabilities	3,011,867	2,818,426	2,621,031	2,419,588	2,168,968	1,912,925	-	-	-	-	-	-
EQUITY												
Paid-in Capital	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100
Accumulated Profit/Loss at Start	658,059	711,560	769,016	830,518	941,199	1,057,301	1,178,955	1,349,643	1,519,138	1,687,428	1,854,502	2,020,347
<i>Net Profit/Loss for the Year</i>	53,501	57,455	61,502	110,681	116,102	121,654	170,688	169,495	168,290	167,074	165,845	164,604
Accumulated Profit/Loss at End	711,560	769,016	830,518	941,199	1,057,301	1,178,955	1,349,643	1,519,138	1,687,428	1,854,502	2,020,347	2,184,951
Total Equity	2,810,660	2,868,116	2,929,618	3,040,299	3,156,401	3,278,055	3,448,743	3,618,238	3,786,528	3,953,602	4,119,447	4,284,051
TOTAL LIABILITIES & EQUITY	5,822,528	5,686,542	5,550,649	5,459,887	5,325,369	5,190,981	3,448,743	3,618,238	3,786,528	3,953,602	4,119,447	4,284,051

Balance Sheet

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	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051
	23	24	25	26	27	28	29	30	31	32	33	34
ASSETS												
Construction Works	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000
<i>Provision for Amortization</i>	3,218,620	3,358,560	3,498,500	3,638,440	3,778,380	3,918,320	4,058,260	4,198,200	4,338,140	4,478,080	4,618,020	4,757,960
Construction Works less Amortization	3,778,380	3,638,440	3,498,500	3,358,560	3,218,620	3,078,680	2,938,740	2,798,800	2,658,860	2,518,920	2,378,980	2,239,040
Machinery	-	-	-	-	-	-	-	-	-	-	-	-
<i>Depreciation for Machinery</i>	-	-	-	-	-	-	-	-	-	-	-	-
Machinery less Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Cash	669,022	1,020,587	1,370,873	1,719,868	2,067,559	2,413,932	2,758,975	3,102,674	3,445,015	3,785,986	4,125,572	4,518,254
Inventory	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	4,447,402	4,659,027	4,869,373	5,078,428	5,286,179	5,492,612	5,697,715	5,901,474	6,103,875	6,304,906	6,504,552	6,757,294
LIABILITIES												
Loan Payable	-	-	-	-	-	-	-	-	-	-	-	-
Other Payables	-	-	-	-	-	-	-	-	-	-	-	-
Total Liabilities	-	-	-	-	-	-	-	-	-	-	-	-
EQUITY												
Paid-in Capital	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100
Accumulated Profit/Loss at Start	2,184,951	2,348,302	2,559,927	2,770,273	2,979,328	3,187,079	3,393,512	3,598,615	3,802,374	4,004,775	4,205,806	4,405,452
<i>Net Profit/Loss for the Year</i>	163,351	211,625	210,346	209,055	207,751	206,433	205,103	203,759	202,401	201,031	199,646	252,742
Accumulated Profit/Loss at End	2,348,302	2,559,927	2,770,273	2,979,328	3,187,079	3,393,512	3,598,615	3,802,374	4,004,775	4,205,806	4,405,452	4,658,194
Total Equity	4,447,402	4,659,027	4,869,373	5,078,428	5,286,179	5,492,612	5,697,715	5,901,474	6,103,875	6,304,906	6,504,552	6,757,294
TOTAL LIABILITIES & EQUITY	4,447,402	4,659,027	4,869,373	5,078,428	5,286,179	5,492,612	5,697,715	5,901,474	6,103,875	6,304,906	6,504,552	6,757,294

Balance Sheet

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	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063
	35	36	37	38	39	40	41	42	43	44	45	46
ASSETS												
Construction Works	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000	6,997,000
<i>Provision for Amortization</i>	4,897,900	5,037,840	5,177,780	5,317,720	5,457,660	5,597,600	5,737,540	5,877,480	6,017,420	6,157,360	6,297,300	6,437,240
Construction Works less Amortization	2,099,100	1,959,160	1,819,220	1,679,280	1,539,340	1,399,400	1,259,460	1,119,520	979,580	839,640	699,700	559,760
Machinery	-	-	-	-	-	-	-	-	-	-	-	-
<i>Depreciation for Machinery</i>	-	-	-	-	-	-	-	-	-	-	-	-
Machinery less Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Cash	4,909,524	5,299,367	5,687,769	6,074,716	6,460,193	6,844,186	7,226,680	7,607,659	7,987,108	8,424,957	8,861,246	9,295,959
Inventory	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	7,008,624	7,258,527	7,506,989	7,753,996	7,999,533	8,243,586	8,486,140	8,727,179	8,966,688	9,264,597	9,560,946	9,855,719
LIABILITIES												
Loan Payable	-	-	-	-	-	-	-	-	-	-	-	-
Other Payables	-	-	-	-	-	-	-	-	-	-	-	-
Total Liabilities	-	-	-	-	-	-	-	-	-	-	-	-
EQUITY												
Paid-in Capital	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100	2,099,100
Accumulated Profit/Loss at Start	4,658,194	4,909,524	5,159,427	5,407,889	5,654,896	5,900,433	6,144,486	6,387,040	6,628,079	6,867,588	7,165,497	7,461,846
<i>Net Profit/Loss for the Year</i>	251,330	249,903	248,462	247,007	245,537	244,053	242,553	241,039	239,510	297,909	296,349	294,773
Accumulated Profit/Loss at End	4,909,524	5,159,427	5,407,889	5,654,896	5,900,433	6,144,486	6,387,040	6,628,079	6,867,588	7,165,497	7,461,846	7,756,619
Total Equity	7,008,624	7,258,527	7,506,989	7,753,996	7,999,533	8,243,586	8,486,140	8,727,179	8,966,688	9,264,597	9,560,946	9,855,719
TOTAL LIABILITIES & EQUITY	7,008,624	7,258,527	7,506,989	7,753,996	7,999,533	8,243,586	8,486,140	8,727,179	8,966,688	9,264,597	9,560,946	9,855,719

Balance Sheet

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	2064	2065	2066	2067
	47	48	49	50
ASSETS				
Construction Works	6,997,000	6,997,000	6,997,000	6,997,000
<i>Provision for Amortization</i>	6,577,180	6,717,120	6,857,060	6,997,000
Construction Works less Amortization	419,820	279,880	139,940	-
Machinery	-	-	-	-
<i>Depreciation for Machinery</i>	-	-	-	-
Machinery less Depreciation	-	-	-	-
Cash	9,729,080	10,160,594	10,590,485	11,018,735
Inventory	-	-	-	-
TOTAL ASSETS	10,148,900	10,440,474	10,730,425	11,018,735
LIABILITIES				
Loan Payable	-	-	-	-
Other Payables	-	-	-	-
Total Liabilities	-	-	-	-
EQUITY				
Paid-in Capital	2,099,100	2,099,100	2,099,100	2,099,100
Accumulated Profit/Loss at Start	7,756,619	8,049,800	8,341,374	8,631,325
<i>Net Profit/Loss for the Year</i>	293,181	291,574	289,950	288,311
Accumulated Profit/Loss at End	8,049,800	8,341,374	8,631,325	8,919,635
Total Equity	10,148,900	10,440,474	10,730,425	11,018,735
TOTAL LIABILITIES & EQUITY	10,148,900	10,440,474	10,730,425	11,018,735

Cash Flow Statement

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	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
	-1	0	1	2	3	4	5	6	7	8	9	10	11
OPENING CASH BALANCE	-	-	-	361,376	376,353	374,774	374,666	366,158	357,648	344,972	332,330	316,949	301,628
CASH OUTFLOW FOR YEAR													
Interest Payment	-	-	-	177,426	170,988	163,800	156,416	148,778	141,169	133,593	126,194	118,979	112,051
Loan Principal Repayment	-	-	-	183,950	205,365	210,974	218,250	217,381	216,479	211,380	206,136	197,969	189,577
Total Cash Outflow	-	-	-	361,376	376,353	374,774	374,666	366,158	357,648	344,972	332,330	316,949	301,628
CASH INFLOW FOR YEAR													
Net Profit / Loss	-	-	44,010	65,425	71,034	78,310	77,441	76,539	71,440	66,196	58,029	49,637	53,501
Interest Payment	-	-	177,426	170,988	163,800	156,416	148,778	141,169	133,593	126,194	118,979	112,051	105,415
Amortization: Construction	-	-	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940
Depreciation: Machinery	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Inflow	-	-	361,376	376,353	374,774	374,666	366,158	357,648	344,972	332,330	316,949	301,628	298,856
CLOSING CASH BALANCE	-	-	361,376	376,353	374,774	374,666	366,158	357,648	344,972	332,330	316,949	301,628	298,856

CASH OUTFLOW	-	-	-	361,376	376,353	374,774	374,666	366,158	357,648	344,972	332,330	316,949	301,628
CASH INFLOW	-	-	361,376	376,353	374,774	374,666	366,158	357,648	344,972	332,330	316,949	301,628	298,856
INVESTMENT													
Debt	1,399,400	3,498,500	-	-	-	-	-	-	-	-	-	-	-
Equity	2,099,100	-	-	-	-	-	-	-	-	-	-	-	-
Total Investment	3,498,500	3,498,500	-	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	- 3,498,500	- 3,498,500	361,376	14,977	1,578	109	8,508	8,510	- 12,676	- 12,642	- 15,382	- 15,321	2,771

Net Present Value (NPV) 0
Internal Rate of Return (IRR) 1.74%

Cash Flow Statement

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	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
	12	13	14	15	16	17	18	19	20	21	22	23	24
OPENING CASH BALANCE	298,856	296,040	293,178	335,307	331,956	328,547	310,628	620,063	928,293	1,235,307	1,541,092	1,845,636	2,148,927
CASH OUTFLOW FOR YEAR													
Interest Payment	105,415	98,645	91,736	84,686	75,914	66,952	-	-	-	-	-	-	-
Loan Principal Repayment	193,441	197,395	201,442	250,621	256,042	261,594	-	-	-	-	-	-	-
Total Cash Outflow	298,856	296,040	293,178	335,307	331,956	328,547	-	-	-	-	-	-	-
CASH INFLOW FOR YEAR													
Net Profit / Loss	57,455	61,502	110,681	116,102	121,654	170,688	169,495	168,290	167,074	165,845	164,604	163,351	211,625
Interest Payment	98,645	91,736	84,686	75,914	66,952	-	-	-	-	-	-	-	-
Amortization: Construction	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940
Depreciation: Machinery	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Inflow	296,040	293,178	335,307	331,956	328,547	310,628	309,435	308,230	307,014	305,785	304,544	303,291	351,565
CLOSING CASH BALANCE	296,040	293,178	335,307	331,956	328,547	310,628	620,063	928,293	1,235,307	1,541,092	1,845,636	2,148,927	2,500,492

CASH OUTFLOW	298,856	296,040	293,178	335,307	331,956	328,547	-	-	-	-	-	-	-					
CASH INFLOW	296,040	293,178	335,307	331,956	328,547	310,628	309,435	308,230	307,014	305,785	304,544	303,291	351,565					
INVESTMENT																		
Debt	-	-	-	-	-	-	-	-	-	-	-	-	-					
Equity	-	-	-	-	-	-	-	-	-	-	-	-	-					
Total Investment	-	-	-	-	-	-	-	-	-	-	-	-	-					
NET CASH FLOW	-	2,816	-	2,862	42,128	-	3,350	-	3,409	-	17,919	309,435	308,230	307,014	305,785	304,544	303,291	351,565

Net Present Value (NPV)
Internal Rate of Return (IRR)

Cash Flow Statement

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	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
	25	26	27	28	29	30	31	32	33	34	35	36	37
OPENING CASH BALANCE	2,500,492	2,850,778	3,199,773	3,547,464	3,893,837	4,238,880	4,582,578	4,924,920	5,265,891	5,605,476	5,998,159	6,389,428	6,779,271
CASH OUTFLOW FOR YEAR													
Interest Payment	-	-	-	-	-	-	-	-	-	-	-	-	-
Loan Principal Repayment	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Outflow	-	-	-	-	-	-	-	-	-	-	-	-	-
CASH INFLOW FOR YEAR													
Net Profit / Loss	210,346	209,055	207,751	206,433	205,103	203,759	202,401	201,031	199,646	252,742	251,330	249,903	248,462
Interest Payment	-	-	-	-	-	-	-	-	-	-	-	-	-
Amortization: Construction	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940
Depreciation: Machinery	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Inflow	350,286	348,995	347,691	346,373	345,043	343,699	342,341	340,971	339,586	392,682	391,270	389,843	388,402
CLOSING CASH BALANCE	2,850,778	3,199,773	3,547,464	3,893,837	4,238,880	4,582,578	4,924,920	5,265,891	5,605,476	5,998,159	6,389,428	6,779,271	7,167,674

CASH OUTFLOW	-	-	-	-	-	-	-	-	-	-	-	-	-
CASH INFLOW	350,286	348,995	347,691	346,373	345,043	343,699	342,341	340,971	339,586	392,682	391,270	389,843	388,402
INVESTMENT													
Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Equity	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Investment	-	-	-	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	350,286	348,995	347,691	346,373	345,043	343,699	342,341	340,971	339,586	392,682	391,270	389,843	388,402

Net Present Value (NPV)
Internal Rate of Return (IRR)

Cash Flow Statement

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	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067
	38	39	40	41	42	43	44	45	46	47	48	49	50
OPENING CASH BALANCE	7,167,674	7,554,621	7,940,098	8,324,091	8,706,584	9,087,563	9,467,013	9,904,862	10,341,151	10,775,864	11,208,985	11,640,499	12,070,389
CASH OUTFLOW FOR YEAR													
Interest Payment	-	-	-	-	-	-	-	-	-	-	-	-	-
Loan Principal Repayment	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Outflow	-	-	-	-	-	-	-	-	-	-	-	-	-
CASH INFLOW FOR YEAR													
Net Profit / Loss	247,007	245,537	244,053	242,553	241,039	239,510	297,909	296,349	294,773	293,181	291,574	289,950	288,311
Interest Payment	-	-	-	-	-	-	-	-	-	-	-	-	-
Amortization: Construction	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940
Depreciation: Machinery	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Inflow	386,947	385,477	383,993	382,493	380,979	379,450	437,849	436,289	434,713	433,121	431,514	429,890	428,251
CLOSING CASH BALANCE	7,554,621	7,940,098	8,324,091	8,706,584	9,087,563	9,467,013	9,904,862	10,341,151	10,775,864	11,208,985	11,640,499	12,070,389	12,498,640

CASH OUTFLOW	-	-	-	-	-	-	-	-	-	-	-	-	-
CASH INFLOW	386,947	385,477	383,993	382,493	380,979	379,450	437,849	436,289	434,713	433,121	431,514	429,890	428,251
INVESTMENT													
Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Equity	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Investment	-	-	-	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	386,947	385,477	383,993	382,493	380,979	379,450	437,849	436,289	434,713	433,121	431,514	429,890	428,251

Net Present Value (NPV)
Internal Rate of Return (IRR)

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
	-1	0	1	2	3	4	5	6	7	8	9	10	11
CASH INFLOW													
Net Profit/Loss	-	-	44,010	65,425	71,034	78,310	77,441	76,539	71,440	66,196	58,029	49,637	53,501
Amortisation: Construction	-	-	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940
Depreciation: Machinery	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Inflow	-	-	183,950	205,365	210,974	218,250	217,381	216,479	211,380	206,136	197,969	189,577	193,441
INVESTMENT													
Debt	1,399,400	3,498,500	-	-	-	-	-	-	-	-	-	-	-
Equity	2,099,100	-	-	-	-	-	-	-	-	-	-	-	-
Total Investment	3,498,500	3,498,500	-	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	- 3,498,500	- 3,498,500	183,950	205,365	210,974	218,250	217,381	216,479	211,380	206,136	197,969	189,577	193,441
OPENING BALANCE	-	- 3,498,500	- 6,997,000	- 6,813,050	- 6,607,686	- 6,396,712	- 6,178,462	- 5,961,081	- 5,744,603	- 5,533,223	- 5,327,087	- 5,129,118	- 4,939,541
CLOSING BALANCE	- 3,498,500	- 6,997,000	- 6,813,050	- 6,607,686	- 6,396,712	- 6,178,462	- 5,961,081	- 5,744,603	- 5,533,223	- 5,327,087	- 5,129,118	- 4,939,541	- 4,746,100

Payback Period	27	Years
	2	Months

	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
	12	13	14	15	16	17	18	19	20	21	22	23	24
CASH INFLOW													
Net Profit/Loss	57,455	61,502	110,681	116,102	121,654	170,688	169,495	168,290	167,074	165,845	164,604	163,351	211,625
Amortisation: Construction	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940
Depreciation: Machinery	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Inflow	197,395	201,442	250,621	256,042	261,594	310,628	309,435	308,230	307,014	305,785	304,544	303,291	351,565
INVESTMENT													
Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Equity	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Investment	-	-	-	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	197,395	201,442	250,621	256,042	261,594	310,628	309,435	308,230	307,014	305,785	304,544	303,291	351,565
OPENING BALANCE	- 4,746,100	- 4,548,704	- 4,347,262	- 4,096,641	- 3,840,599	- 3,579,005	- 3,268,377	- 2,958,942	- 2,650,712	- 2,343,698	- 2,037,913	- 1,733,369	- 1,430,078
CLOSING BALANCE	- 4,548,704	- 4,347,262	- 4,096,641	- 3,840,599	- 3,579,005	- 3,268,377	- 2,958,942	- 2,650,712	- 2,343,698	- 2,037,913	- 1,733,369	- 1,430,078	- 1,078,513

	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
	25	26	27	28	29	30	31	32	33	34	35	36	37
CASH INFLOW													
Net Profit/Loss	210,346	209,055	207,751	206,433	205,103	203,759	202,401	201,031	199,646	252,742	251,330	249,903	248,462
Amortisation: Construction	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940
Depreciation: Machinery	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Inflow	350,286	348,995	347,691	346,373	345,043	343,699	342,341	340,971	339,586	392,682	391,270	389,843	388,402
INVESTMENT													
Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Equity	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Investment	-	-	-	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	350,286	348,995	347,691	346,373	345,043	343,699	342,341	340,971	339,586	392,682	391,270	389,843	388,402
OPENING BALANCE	- 1,078,513	- 728,227	- 379,232	- 31,541	314,832	659,875	1,003,574	1,345,915	1,686,886	2,026,472	2,419,154	2,810,424	3,200,267
CLOSING BALANCE	- 728,227	- 379,232	- 31,541	314,832	659,875	1,003,574	1,345,915	1,686,886	2,026,472	2,419,154	2,810,424	3,200,267	3,588,669

	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067
	38	39	40	41	42	43	44	45	46	47	48	49	50
CASH INFLOW													
Net Profit/Loss	247,007	245,537	244,053	242,553	241,039	239,510	297,909	296,349	294,773	293,181	291,574	289,950	288,311
Amortisation: Construction	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940
Depreciation: Machinery	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Inflow	386,947	385,477	383,993	382,493	380,979	379,450	437,849	436,289	434,713	433,121	431,514	429,890	428,251
INVESTMENT													
Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Equity	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Investment	-	-	-	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	386,947	385,477	383,993	382,493	380,979	379,450	437,849	436,289	434,713	433,121	431,514	429,890	428,251
OPENING BALANCE	3,588,669	3,975,616	4,361,093	4,745,086	5,127,580	5,508,559	5,888,008	6,325,857	6,762,146	7,196,859	7,629,980	8,061,494	8,491,385
CLOSING BALANCE	3,975,616	4,361,093	4,745,086	5,127,580	5,508,559	5,888,008	6,325,857	6,762,146	7,196,859	7,629,980	8,061,494	8,491,385	8,919,635

Cost of Goods Sold

1/6

		2018	2019	2020	2021	2022	2023	2024	2025	2026
		1	2	3	4	5	6	7	8	9
LAND RENTAL										
Rental Space (m ²)		26,800	26,800	26,800	26,800	26,800	26,800	26,800	26,800	26,800
Cost per Unit (\$)	0%	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Total: Land Rental		134,000	134,000	134,000	134,000	134,000	134,000	134,000	134,000	134,000
OPERATING STAFF	1%	105,365	106,418	107,483	108,557	109,643	110,739	111,847	112,965	114,095
OTHERS OPERATING COST	25%	218,128	226,058	226,619	227,869	225,369	222,869	218,494	214,119	208,494
- Utilities	2.0%	17,450	18,085	18,130	18,230	18,030	17,830	17,480	17,130	16,680
- Drum Filling Cost	2.0%	17,450	18,085	18,130	18,230	18,030	17,830	17,480	17,130	16,680
- Drum Inspection Fee	1.0%	8,725	9,042	9,065	9,115	9,015	8,915	8,740	8,565	8,340
- Cleaning Cost	1.0%	69,970	69,970	69,970	69,970	69,970	69,970	69,970	69,970	69,970
- Maintenance and Consumables	0.5%	34,985	34,985	34,985	34,985	34,985	34,985	34,985	34,985	34,985
- Others		69,548	75,891	76,340	77,340	75,340	73,340	69,840	66,340	61,840
TOTAL: COGS		457,493	466,476	468,101	470,426	469,012	467,608	464,341	461,084	456,589

Cost of Goods Sold

2/6

		2027	2028	2029	2030	2031	2032	2033	2034	2035
		10	11	12	13	14	15	16	17	18
LAND RENTAL										
Rental Space (m ²)		26,800	26,800	26,800	26,800	26,800	26,800	26,800	26,800	26,800
Cost per Unit (\$)	0%	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Total: Land Rental		134,000	134,000	134,000	134,000	134,000	134,000	134,000	134,000	134,000
OPERATING STAFF	1%	115,236	116,388	117,552	118,728	119,915	121,114	122,325	123,549	124,784
OTHERS OPERATING COST	25%	202,869	202,869	202,869	202,869	223,156	223,156	223,156	223,156	223,156
- Utilities	2.0%	16,230	16,230	16,230	16,230	17,852	17,852	17,852	17,852	17,852
- Drum Filling Cost	2.0%	16,230	16,230	16,230	16,230	17,852	17,852	17,852	17,852	17,852
- Drum Inspection Fee	1.0%	8,115	8,115	8,115	8,115	8,926	8,926	8,926	8,926	8,926
- Cleaning Cost	1.0%	69,970	69,970	69,970	69,970	69,970	69,970	69,970	69,970	69,970
- Maintenance and Consumables	0.5%	34,985	34,985	34,985	34,985	34,985	34,985	34,985	34,985	34,985
- Others		57,340	57,340	57,340	57,340	73,570	73,570	73,570	73,570	73,570
TOTAL: COGS		452,105	453,257	454,421	455,596	477,071	478,270	479,481	480,704	481,940

Cost of Goods Sold

3/6

		2036	2037	2038	2039	2040	2041	2042	2043	2044
	19	20	21	22	23	24	25	26	27	
LAND RENTAL										
Rental Space (m ²)		26,800	26,800	26,800	26,800	26,800	26,800	26,800	26,800	26,800
Cost per Unit (\$)	0%	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Total: Land Rental		134,000	134,000	134,000	134,000	134,000	134,000	134,000	134,000	134,000
OPERATING STAFF	1%	126,032	127,292	128,565	129,851	131,149	132,461	133,785	135,123	136,474
OTHERS OPERATING COST	25%	223,156	223,156	223,156	223,156	223,156	245,471	245,471	245,471	245,471
- Utilities	2.0%	17,852	17,852	17,852	17,852	17,852	19,638	19,638	19,638	19,638
- Drum Filling Cost	2.0%	17,852	17,852	17,852	17,852	17,852	19,638	19,638	19,638	19,638
- Drum Inspection Fee	1.0%	8,926	8,926	8,926	8,926	8,926	9,819	9,819	9,819	9,819
- Cleaning Cost	1.0%	69,970	69,970	69,970	69,970	69,970	69,970	69,970	69,970	69,970
- Maintenance and Consumables	0.5%	34,985	34,985	34,985	34,985	34,985	34,985	34,985	34,985	34,985
- Others		73,570	73,570	73,570	73,570	73,570	91,422	91,422	91,422	91,422
TOTAL: COGS		483,187	484,448	485,721	487,006	488,305	511,932	513,257	514,594	515,946

Cost of Goods Sold

4/6

		2045	2046	2047	2048	2049	2050	2051	2052	2053
		28	29	30	31	32	33	34	35	36
LAND RENTAL										
Rental Space (m ²)		26,800	26,800	26,800	26,800	26,800	26,800	26,800	26,800	26,800
Cost per Unit (\$)	0%	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Total: Land Rental		134,000	134,000	134,000	134,000	134,000	134,000	134,000	134,000	134,000
OPERATING STAFF										
	1%	137,839	139,218	140,610	142,016	143,436	144,870	146,319	147,782	149,260
OTHERS OPERATING COST										
	25%	245,471	245,471	245,471	245,471	245,471	245,471	270,018	270,018	270,018
- Utilities	2.0%	19,638	19,638	19,638	19,638	19,638	19,638	21,601	21,601	21,601
- Drum Filling Cost	2.0%	19,638	19,638	19,638	19,638	19,638	19,638	21,601	21,601	21,601
- Drum Inspection Fee	1.0%	9,819	9,819	9,819	9,819	9,819	9,819	10,801	10,801	10,801
- Cleaning Cost	1.0%	69,970	69,970	69,970	69,970	69,970	69,970	69,970	69,970	69,970
- Maintenance and Consumables	0.5%	34,985	34,985	34,985	34,985	34,985	34,985	34,985	34,985	34,985
- Others		91,422	91,422	91,422	91,422	91,422	91,422	111,060	111,060	111,060
TOTAL: COGS		517,310	518,689	520,081	521,487	522,907	524,342	550,337	551,801	553,278

Cost of Goods Sold

5/6

		2054	2055	2056	2057	2058	2059	2060	2061	2062
		37	38	39	40	41	42	43	44	45
LAND RENTAL										
Rental Space (m ²)		26,800	26,800	26,800	26,800	26,800	26,800	26,800	26,800	26,800
Cost per Unit (\$)	0%	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Total: Land Rental		134,000	134,000	134,000	134,000	134,000	134,000	134,000	134,000	134,000
OPERATING STAFF	1%	150,753	152,260	153,783	155,321	156,874	158,443	160,027	161,627	163,244
OTHERS OPERATING COST	25%	270,018	270,018	270,018	270,018	270,018	270,018	270,018	297,020	297,020
- Utilities	2.0%	21,601	21,601	21,601	21,601	21,601	21,601	21,601	23,762	23,762
- Drum Filling Cost	2.0%	21,601	21,601	21,601	21,601	21,601	21,601	21,601	23,762	23,762
- Drum Inspection Fee	1.0%	10,801	10,801	10,801	10,801	10,801	10,801	10,801	11,881	11,881
- Cleaning Cost	1.0%	69,970	69,970	69,970	69,970	69,970	69,970	69,970	69,970	69,970
- Maintenance and Consumables	0.5%	34,985	34,985	34,985	34,985	34,985	34,985	34,985	34,985	34,985
- Others		111,060	111,060	111,060	111,060	111,060	111,060	111,060	132,661	132,661
TOTAL: COGS		554,771	556,278	557,801	559,339	560,892	562,461	564,045	592,647	594,264

Cost of Goods Sold

6/6

		2063	2064	2065	2066	2067
		46	47	48	49	50
LAND RENTAL						
Rental Space (m ²)		26,800	26,800	26,800	26,800	26,800
Cost per Unit (\$)	0%	5.00	5.00	5.00	5.00	5.00
Total: Land Rental		134,000	134,000	134,000	134,000	134,000
OPERATING STAFF	1%	164,876	166,525	168,190	169,872	171,571
OTHERS OPERATING COST	25%	297,020	297,020	297,020	297,020	297,020
- Utilities	2.0%	23,762	23,762	23,762	23,762	23,762
- Drum Filling Cost	2.0%	23,762	23,762	23,762	23,762	23,762
- Drum Inspection Fee	1.0%	11,881	11,881	11,881	11,881	11,881
- Cleaning Cost	1.0%	69,970	69,970	69,970	69,970	69,970
- Maintenance and Consumables	0.5%	34,985	34,985	34,985	34,985	34,985
- Others		132,661	132,661	132,661	132,661	132,661
TOTAL: COGS		595,896	597,545	599,210	600,892	602,591

Annex XI

Build-Operate-Transfer Contract made between Myanmar Port Authority and Wilmar Myanmar Port Terminals (Thilawa) Limited

BUILD-OPERATE-TRANSFER CONTRACT

For

**A Modern Multi-Purpose International Wharf and Integrated
Agriculture Processing Facilities and Associated Utility
Buildings
at Thilawa Port Area**

Between

MYANMA PORT AUTHORITY

And

**WILMAR MYANMAR PORT TERMINALS
(THILAWA) LIMITED**

21st December, 2014

YANGON, MYANMAR

BUILD- OPERATE-TRANSFER CONTRACT

BETWEEN

MYANMA PORT AUTHORITY

AND

**WILMAR MYANMAR PORT TERMINALS (THILAWA)
LIMITED**

THIS CONTRACT is made at Yangon, the Republic of the Union of Myanmar on this 21st day
December 2014

BETWEEN

MYANMA PORT AUTHORITY, an organisation existing under the Laws of the Republic of the Union of Myanmar and having its office at 10 Pansodan Street, Kyauktada Township, Yangon 11182 (hereinafter called "MPA") (which expression, unless repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns) represented for the purpose of this Contract by **U Kyaw Myint**, Managing Director, of the one part;

AND

WILMAR MYANMAR PORT TERMINALS (THILAWA) LIMITED, a company incorporated and existing under the laws of the Republic of the Union of Myanmar and having its temporary office at No.SB, 1-2, Aung Zayar Housing Complex, Strand Road, Ahlone Township, Yangon, Myanmar (hereinafter referred to as "**Wilmar**", which expression, unless repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns) represented by **Mr. Shuichi Sato** , its authorised representative , Japan National ID No. MZ0713970, of the other part,

each hereinafter referred to as "**Party**" and collectively, as "**Parties**".

RECITAL

- A. MPA represents and warrants that it is the legal and beneficial owner of the parcels of land at Yangon Region, **Thilawa Port Area** plots No. 20 & 21 of 74.1308 acres and the parcel of land of 26 acres adjoining **Thilawa Port Area** plots No. 21 and 22, with a total area of 100.1308 acres, as shown in **Annex 1** hereto (hereinafter referred to as the "**Land**").
- B. MPA wishes to lease the Land to Wilmar, and Wilmar is desirous of leasing the Land from MPA, for the Lease Period on the terms and conditions of the Lease Agreement to be granted hereunder for the purposes of building and operating a Modern Multi-Purpose International Wharf (hereinafter referred to as the "**Port Terminal**") and integrated



agriculture processing facilities and associated utility buildings, on the terms and conditions of this Build, Operate and Transfer Contract (hereinafter referred to as "**this Contract**").

Now this Contract is entered into upon the mutual covenants and consideration as follows:-

1. **DEFINITIONS & INTERPRETATION**

The terms used in this Contract and not defined otherwise have the meaning below:-

- 1.1 "**Annual Rent**" has the meaning ascribed to it in Clause 5.2.
- 1.2 "**Commercial Activities**" means the operation of cogeneration power plants, the operation of fertilizer mills, the operation of flour mills, oilseeds crushing, edible oils refining, sugar, specialty fats, grains processing, and the packaging and sale of consumer pack edible oils, rice, flour, sugar and grains, to be carried out on the Development Land as permitted by the Myanmar Investment Commission under the Foreign Investment Law, the Foreign Investment Rules and all related directives and notifications issued by the Government of the Republic of the Union of Myanmar.
- 1.3 "**Development Land**" means the land forming part of the Land on which Commercial Activities are to be carried out.
- 1.4 "**Government Authorities**" means government and regulatory authorities in the Republic of the Union of Myanmar;
- 1.5 "**Investor**" means any foreign investor or a joint venture between a foreign investor and local investor who carries out any of the Commercial Activities on the Development Land in accordance with the laws of the Republic of the Union of Myanmar.
- 1.6 "**Land**" has the meaning ascribed to it in Recital A;
- 1.7 "**Lcase Agrcement**" has the meaning ascribed to it in Clause 3.1.
- 1.8 "**Lease Period**" means the initial lease period of 50 (fifty) years with respect to the Land, including any extensions thereof whether granted under Clause 13.1 or howsoever.
- 1.9 "**Port Area**" means the land forming part of the Land and water space at the frontage of such Land on which the Port Terminal and cargo handling facilities are established.
- 1.10 "**Port Terminal**" has the meaning ascribed to it in Recital B.
- 1.11 "**Project**" has the meaning ascribed to it in Clause 3.2;
- 1.12 "**Rental**" means land use premium and annual rent as per mentioned in Clause 5 hereto.

- 1.13 "Sub-lease" means any sub-lease granted by Wilmar to an Investor over any part of the Development Land for the purpose of carrying out any of the Commercial Activities.
- 1.14 Unless the context otherwise requires, words importing the singular shall also include the plural and vice versa and references to persons shall include bodies corporate.
- 1.15 The headings and sub-headings in this Contract are for convenience of reference only and shall not affect the interpretation thereof.
- 1.16 All the Recitals and all schedules and annexures to this Contract, including for the avoidance of doubt the master plan of the Development Land as set out in **Annex 5**, shall be taken, read and construed as an integral part of this Contract.
- 1.17 All references to clauses, recitals, schedules and annexures are reference to clauses, recitals, schedules and annexures in this Contract.

2. **WARRANTY AND REPRESENTATION**

Each Party represents and warrants to the other Party that it is a legal entity duly constituted under the laws of its place of incorporation and is authorised and has the right, power, sound financial standing and authority to enter into this Contract.

3. **THE FORM OF CO-OPERATION**

- 3.1 MPA shall lease the Land to Wilmar and shall execute a land lease agreement of the Land in favour of Wilmar, on terms and conditions set out in such land lease agreement (the "**Lease Agreement**").
- 3.2 Wilmar shall at its sole expense build and operate the Port Terminal in the Port Area and shall develop the Development Land in order to sub-lease the same to Investors to carry out any of the Commercial Activities (the "**Project**") Wilmar shall (i) submit such sub-leases to the Myanmar Investment Commission ("**MIC**") for approval and (ii) obtain the consent of the MPA, before the execution of any such sub-lease. The master plan of the Development Land is set out in **Annex 5**.
- 3.3 Wilmar shall, or shall procure that the subsidiaries and affiliate companies of Wilmar International Limited shall, invest as Investors to carry out any of the Commercial Activities on the Development Land.
- 3.4 The development of the Project shall consist of the facts and matters stated in **Part A of Annex 2**.
- 3.5 In the event of the destruction of the construction of Port Terminal or the Land or any part thereof due to any cause including Force Majeure, the right to reconstruct

and manage the Port Terminal and the development of the Land shall not be extinguished and shall inure for the benefit of Wilmar.

4. **CONDITIONS PRECEDENT**

- 4.1 This Contract is conditional upon receipt of all necessary and requisite approvals from the relevant Government Authorities for the implementation of this Contract.
- 4.2 MPA shall provide vacant possession of the Land free of all encumbrances, liens and claims of any kind whatsoever.

5. **PAYMENT TERMS FOR LAND USE PREMIUM & THE LEASE OF THE PROPERTY**

Land use premium

- 5.1 Wilmar shall pay a "Land Use Premium" for the Land pursuant to the Lease Agreement at the rate of US\$ 10.00 (United States Dollars Ten) per square metre (for the total area of the Land of 100.1308 acres (equivalent to 405,229.3476 m², based on 1 acre = 4,047 m²)) to MPA in consideration of the covenants between Wilmar and MPA herein and in the Lease Agreement.

- 5.1.1 The Land Use Premium valued at US\$ 4,052,293.48 (United States Dollars Four Million Fifty-two Thousand Two Hundred Ninety-three and cents Forty-Eight) shall be paid as follows: -

- (a) The 1st installment of 10% (ten percent) of the Land Use Premium of US\$ 405,229.36 (United States Dollars Four Hundred and Five Thousand, Two Hundred and Twenty-nine and cents Thirty-six) shall be paid within thirty (30) days after the signing of the Lease Agreement;
- (b) The 2nd installment of 30% (thirty percent) of the Land Use Premium of US\$ 1,215,688.04 (United States Dollars One Million Two Hundred and Fifteen Thousand and Six Hundred and Eighty-eight and cents Four) shall be paid on the 1st anniversary of the date of the Lease Agreement, provided that MPA has provided vacant possession of the Land to Wilmar free of all encumbrances, liens and claims of any kind whatsoever as stipulated under Clause 4.2.
- (c) The 3rd installment of 30% (thirty percent) of the Land Use Premium of US\$ 1,215,688.04 (United States Dollars One Million Two Hundred and Fifteen Thousand and Six Hundred and Eighty-eight and cents Four) shall be paid on the 2nd anniversary of the date of the Lease Agreement provided that Wilmar has already paid the 2nd installment of 30% (thirty percent) of the Land Use Premium.

- (d) The 4th installment of 30% (thirty percent) of the Land Use Premium of US\$ 1,215,688.04 (United States Dollars One Million Two Hundred and Fifteen Thousand and Six Hundred and Eighty-eight and cents Four) shall be paid on the 3rd anniversary of the date of the Lease Agreement provided that Wilmar has already paid the 3rd installment of 30% (thirty percent) of the Land Use Premium.

Annual Rent

- 5.2 For the Land, Wilmar shall pay the annual rent ("**Annual Rent**") pursuant to the Lease Agreement from the date on which Wilmar generates revenue from the Project, and the Annual Rent shall be calculated as follows:

Year of Operation	Payment
(a) From 1 st to 10 th year	6% of total Gross Revenue
(b) From 11 th to 20 th year	12% of total Gross Revenue
(c) From 21 st to 35 th year	18% of total Gross Revenue
(d) From 36 th year onwards	20% of total Gross Revenue



Gross Revenue shall be calculated in accordance with **Annex 3**.

An advance payment of Annual Rent for any financial year ("**Relevant Financial Year**") shall be paid no later than 30th April of the financial year following the Relevant Financial Year. Such advance shall be determined on the basis of Gross Revenue as per the unaudited financial statements of Wilmar for the Relevant Financial Year.

A final settlement of the Annual Rent shall be made after the close of the Relevant Financial Year based on the audited financial statements for the Relevant Financial Year no later than 31st August after the close of the Relevant Financial Year.

6. RESPONSIBILITIES OF MPA

- 6.1 MPA shall use its best endeavours to ensure that Wilmar and/or its appointed contractors and subcontractors shall be given permission by any and all Government Authorities or bodies, to import and thereafter re-export (if required) without taxes, charges or duties, any and all building materials and building equipment required for the Project but subject always to the laws of the Republic of the Union of Myanmar.
- 6.2 MPA shall use its best endeavours to obtain the necessary approvals from the relevant Government Authorities for this Contract.
- 6.3 MPA shall use its best endeavours to obtain for Wilmar exemptions, privileges and reliefs from all taxes, charges, tariffs or duties under the Republic of the Union of Myanmar Foreign Investment Law and all such other relevant laws of the Republic of the Union of Myanmar as prevailing from time to time.

- 6.4 MPA shall use its best endeavours to assist Wilmar in obtaining multiple visas, long stay permits and work permits with the relevant authorities allowing foreign personnel to enter, reside and depart from Myanmar for the purpose of participating in the construction, management and operation of the Port Terminal.
- 6.5 MPA shall use its best endeavours to obtain permission from the relevant Government Authorities for Wilmar to repatriate its earnings in foreign currencies in accordance with the prevailing laws of the Republic of the Union of Myanmar.
- 6.6 MPA hereby agrees to allow Wilmar to sub-lease the Development Land through the execution of separate Sub-lease agreements with Investors with the approval of the MIC.
- 6.7 MPA hereby undertakes to assist Wilmar to obtain the approval from the MIC for the Sub-lease of the Development Land to the Investors in order for them to carry out any of the Commercial Activities.
- 6.8 MPA shall allow Wilmar and/or the subsidiary and affiliate companies of Wilmar International Limited to invest as Investors and carry out any of the Commercial Activities in accordance with the Republic of the Union of Myanmar Foreign Investment Law.
- 6.9 MPA shall allow Wilmar to operate container handling services in the Port Area for containerised cargo related to Commercial Activities on the Development Land.
- 6.10 MPA shall allow Wilmar to operate container handling services in the Thilawa port area at the time when MPA decides to grant additional parties as new container handling services operators.
- 6.11 MPA shall use its best endeavours to obtain permits for the Investors to carry out any of the Commercial Activities on the Development Land.
- 6.12 MPA shall use its best endeavours to obtain facilities needed for the establishment of freight station(s) including but not limited to Custom and Immigration check points, bonded warehouses, customs clearance facilities and the like;
- 6.13 MPA shall use its best endeavours to ensure the availability, adequacy and suitability of access roads, power supply, water supply and telecommunication facilities right up to the border of the Land for Wilmar to expeditiously implement the Project and for the Investors to expeditiously carry out their respective Commercial Activities.
- 6.14 MPA shall arrange for the cost of compensation or relocation (if any) of the existing tenants, licensees, occupiers of the Land in co-ordination with Wilmar.
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7. RESPONSIBILITIES OF WILMAR

- 7.1 Wilmar shall pay to MPA the Land Use Premium and Annual Rent according to the terms and conditions of this Contract.
- 7.2 Wilmar shall build the Port Terminal expeditiously and to operate and manage the Port Terminal according to standards agreed by both Parties.
- 7.3 Wilmar shall undertake the development of the Land in accordance with the construction plan to be agreed by the Parties and pursuant to any subsequent amendments thereto as may be agreed by both Parties from time to time.
- 7.4 Wilmar shall have the right to enter into Sub-leases with the Investors with respect to the Development Land in order for the Investors to carry out any of the Commercial Activities and shall ensure that each such Sub-lease is submitted and approved by the MIC, consented to by the MPA, and complies with the laws of the Republic of the Union of Myanmar.
- 7.5 Wilmar and/or subsidiary and affiliate companies of Wilmar International Limited shall have the right to invest as Investors and carry out any of the Commercial Activities under and subject to the Republic of the Union of Myanmar Foreign Investment Law.
- 7.6 Wilmar shall transfer to MPA at the end of the Lease Period, without any payment or compensation, the Land together with all immovable assets associated therewith in good order (fair wear and tear excepted) tested and approved by qualified surveyors whose appointment shall be mutually agreed upon.
- 7.7 After the Lease Period, the Investors carrying out the Commercial Activities on the Development Land shall, subject to the consent of the MIC and the approval of MPA and the new lessor (where applicable), continue with their business operations by sub-leasing that part of the Land on which their business operations are located. If the MIC's consent or the MPA's approval is not obtained for the continuation of any such business operation, Wilmar agrees that it will return that part of the Land to the MPA in its original state within a reasonable period. MPA agrees that it shall provide at least 2 (two) years prior notice to Wilmar if it wishes to extend the Lease Period.

8. RIGHT OF RE-ENTRY

If Wilmar in any substantial respect fails to perform or observe the terms and conditions of the Lease Agreement and fails to rectify such non-performance or non-observation within 3 (three) months after the notice in writing from the MPA of such default, the MPA shall be at liberty to re-enter upon and take possession of the whole complex of the Land and factory




buildings and the Lease Agreement shall, thereupon, cease and determine, provided that such right of re-entry shall not prejudice any right of action of the MPA for recovery of money from Wilmar by way of rent or compensation for damages.

9. SCOPE OF CONTRACT

- 9.1 Wilmar shall make an investment of US\$ 79,689,634 (United States Dollars Seventy-nine Million Six Hundred and Eighty-nine Thousand and Six Hundred and Thirty-four) in the Republic of the Union of Myanmar, pursuant to the Republic of the Union of Myanmar Foreign Investment Law.
- 9.2 Wilmar shall construct an integrated wharf facility in the Port Area.
- 9.3 The construction period of the Port Terminal and the development of the Development Land shall be 2 (two) years from the signing date of this Contract.
- 9.4 Wilmar shall implement the Project and sublease the Development Land to Investors for carrying out the Investors' respective Commercial Activities according to the construction plan to be agreed by the Parties.

10. PERFORMANCE GUARANTEE

Wilmar shall issue the Performance Guarantee amounting to 1% (one percent) of the investment amount of the Project in favor of MPA substantially in the form as set out in Annex 4, within 45 (forty-five) days of the signing date of this Contract. The Performance Guarantee shall be released on the expiry of the third year after the date of this Contract or the completion of the construction of the Port Area, whichever is earlier.

11. OPERATION AND MANAGEMENT

- 11.1 Subject to Clause 17.2, the Project shall be operational for the duration of the Lease Period.
- 11.2 Wilmar shall keep proper books of accounts of the business and these accounts will be kept at Wilmar or its accountant's office in Yangon. MPA shall have the right to appoint a recognised auditor to inspect the accounts of the Port Terminal solely for the purpose of determining the value of Gross Revenue as defined under Annex 3 during normal working hours, after giving reasonable prior notice to Wilmar.
- 11.3 Without prejudice to the generality of the above, any and all information obtained by MPA or its auditors, employees and agents shall be confidential and shall not be disseminated to any third party unless authorised by Wilmar or by operation of law.
- 11.4 It is agreed that port charges and port tariffs shall be collected from the users according to the schedule of rates announced by the MPA from time to time. MPA

shall provide Wilmar with reasonable advance notice of any change in such port charges and port tariffs.

12. PROTECTION OF THE ENVIRONMENT

- 12.1 Wilmar shall be responsible for the preservation of the environment of the Land in accordance with the prevailing environmental laws of the Republic of the Union of Myanmar.
- 12.2 Wilmar shall not cause pollution of air, water, land and other environmental degradation.
- 12.3 Wilmar shall take necessary measures in order to fulfil its environment protection obligations with respect to the waste water treatment plant and other treatment procedures so as to keep the Project site compliant with the environmental laws of the Republic of the Union of Myanmar.

13. TERM AND EFFECTIVE DATE OF THIS CONTRACT

- 13.1 The Lease Period shall be for an initial term of 50 (fifty) years commencing either from (i) completion of the construction of the Project, (ii) 3 (three) years after Wilmar takes vacant possession of the Land, or (iii) the date on which Wilmar commences commercial operation of the Project, whichever is earliest.
- 13.2 The Parties may extend the Lease Period for 2 (two) further 10 (ten) year terms with the approval of Myanmar Investment Commission on existing terms and conditions.
- 13.3 If the term of the Lease Period is not extended pursuant to Clause 13.2, then Wilmar (or an affiliate of Wilmar nominated by Wilmar) shall be given a first right of refusal to manage and operate the Project, for a period of 2 (two) further 10 (ten) year terms from the date of expiry of the Lease Period (which for the avoidance of doubt, includes any extensions under Clause 13.2), at a fee to be agreed by the Parties but which shall reflect the prevailing market rate charged by an international port and industrial estate operator offering the same standard of management services.

14. LAW OF PERFORMANCE

Both Parties shall carry out their obligations arising out of this Contract, in accordance with the Laws, Rules, Regulations, directives and procedures of the Republic of the Union of Myanmar.

15. TERMINATION OF THIS CONTRACT

- 15.1 This Contract may only be terminated on one of the following grounds:-

- 15.1.1 breach of a material term of this Contract by one of the Parties, which if can be remedied, is not remedied within 3 (three) months from the date of notice

by the non-breaching Party to the breaching Party of such breach and request to remedy;

15.1.2 occurrence of Force Majeure for a continuous period of more than 6 (six) months;

15.1.3 incapability of implementing the original aims and objectives of this Contract; or

15.1.4 by mutual consent provided that both Parties shall jointly submit an application for the termination of this Contract to the Myanmar Investment Commission in accordance with the Republic of the Union of Myanmar Foreign Investment Law.

16. RE-TRANSFER OF THE LAND

16.1 At the end of the Lease Period, Wilmar shall transfer the Land and immoveable properties thereon to MPA within 6 (six) months in good condition, fair wear and tear excepted and ground damages having been refilled or repaired.

16.2 Wilmar shall have the right to be in possession and ownership of all moveable properties on the Land at the end of the lease period which shall be removed at Wilmar's costs and/or disposed of within 6 (six) months of the end of the Lease Period, and the foregoing shall not affect MPA's right to claim for the annual rent for the period that Wilmar continues to occupy the Land with the MPA's approval for the purpose of refilling/repairing any damage caused to the Land by Wilmar, up to the date of complete evacuation of the Land by Wilmar.

17. FORCE MAJEURE

17.1 If either Party is temporarily rendered unable, wholly or in part, by Force Majeure to perform its duties or accept performance by the other Party under this Contract, it is agreed that the affected Party shall give notice to the other Party within 14 (fourteen) days of the occurrence of the cause relied upon giving full particulars of such Force Majeure.

17.2 The duties of such Party as are affected by such Force Majeure shall, with the approval of the other Party be suspended during the period of disability so caused, but for no longer period, and such cause shall be removed with all reasonable despatch.

17.3 The term "Force Majeure" as employed herein shall mean Act of God, Strikes, Lockouts, Industrial Disturbances, War, Blockades, Insurrections, Riots, Epidemics, Civil Disturbances, Explosions, Fire, Floods, Tsunamis, Earthquakes, Storms,

Lightning and any other causes similar to the kind herein enumerated which are beyond the control of either Party and which by the exercise of due care and diligence either Party is unable to overcome.

18. **ARBITRATION**

18.1 Any dispute arising between the Parties out of or in connection with this Contract shall first be settled through negotiations done in good faith with a view to reaching an amicable settlement.

18.2 In the event that the dispute mentioned above cannot be settled amicably, such dispute shall be settled by UNCITRAL ARBITRATION RULES in Kuala Lumpur. The Process shall be conducted in the English Language.

19. **GOVERNING LAW AND JURISDICTION**

This Contract shall be read, construed, interpreted and governed in all respects by the laws, rules and regulations of the Republic of the Union of Myanmar and the Parties hereby submit to the jurisdiction of the relevant court of the Republic of the Union of Myanmar and all courts competent to hear appeals therefrom.

20. **MODIFICATION**

This Contract shall not be amended or modified in any respect except by the mutual consent in writing of the Parties thereto. Any amendments, modifications or supplement to this Contract shall be in writing, signed by all the Parties and submitted to the Myanmar Investment Commission of the Republic of the Union of Myanmar and relevant government authority/ authorities and upon approval, such amendments will form an integral part of this Contract.

21. **RENEGOTIATION OF THIS CONTRACT**

In the event of any situation or condition arising due to circumstances not envisaged in either the Lease Agreement or this Contract which warrants an amendment or modification to these documents, the Parties shall negotiate the appropriate amendments, modifications or additions in good faith and submit these amendments to the Myanmar Investment Commission for approval.

22. **ASSIGNMENT**

Wilmar will, with the approval of the MIC, have the right to transfer by a deed of assignment, all of its rights and obligations under this Contract to any group company of Wilmar which is subsequently established in Myanmar for purposes of undertaking the Project ("transferee") and on such transfer being notified to MPA, MPA will be deemed to have accepted the transferee as being entitled to all rights and responsible for all obligations under this Contract, in place of Wilmar.

23. **INSURANCE**

Wilmar shall adequately secure and maintain all necessary types of insurance in accordance with the provisions of the Republic of the Union of Myanmar Foreign Investment Law, Myanmar Insurance Law and Procedures.

24. **MINERAL RESOURCES AND TREASURES**

Mineral resources, treasure, gems and other natural resources discovered unexpectedly from, in or under the Land during the Lease Period of the Lease Agreement shall be the property to the Government of the Republic of the Union of Myanmar and the Government of the Republic of the Union of Myanmar shall be at liberty to excavate the aforesaid at any time.

25. **MISCELLANEOUS MATTERS**

25.1 It is expressly agreed that Wilmar shall be entitled to employ any and all consultants, experts or professional parties or experts for and in connection with the construction, operation and management of the Project provided always that the primary responsibility for the same shall lie with Wilmar.

25.2 This Contract and the agreements referred to herein embody all the terms and conditions agreed upon between the Parties hereto as to the subject matter of this Contract and supersede and cancel in all respects all previous agreements and understandings between the Parties hereto with respect to the subject matter hereof whether such be written or oral.

26. **ADDRESS FOR CORRESPONDENCE**

All correspondence exchanged between the Parties shall be sent to:-

Myanma Port Authority

No.10, Pansodan Street, Kyauktada Township,
Yangon, The Republic of the Union of Myanmar
Telephone: 95-1-246781, 379141, 379142,
Facsimile: 95-1-246781, 391355, 256321
To the attention of the: Managing Director
and

Wilmar Myanmar Port Terminals (Thilawa) Limited

No.SB, 1-2, Aung Zayar Housing Complex, Strand Road,
Ahlone Township, Yangon, The Republic of the Union of Myanmar
Telephone: 95-9-33162666
Facsimile: 95-9-33162111
To the attention of: The Group Legal Counsel

IN WITNESS WHEREOF the Parties hereto have set their respective hands and affixed their seals the day, month and year first written above.

For and on behalf of

MYANMA PORT AUTHORITY



[Handwritten signature of Kyaw Myint]

Signed by : Kyaw Myint
Designation : Managing Director

For and on behalf of

**WILMAR MYANMAR PORT TERMINALS
(THILAWA) LIMITED**

[Handwritten signature of Shuichi Sato]

Signed by : Shuichi Sato
Designation : Authorised Signatory

WITNESS

For and on behalf of

MYANMA PORT AUTHORITY

[Handwritten signature of Ni Aung]

Signed by : Ni Aung
Designation : General Manager
MYANMA PORT AUTHORITY

WITNESS

For and on behalf of

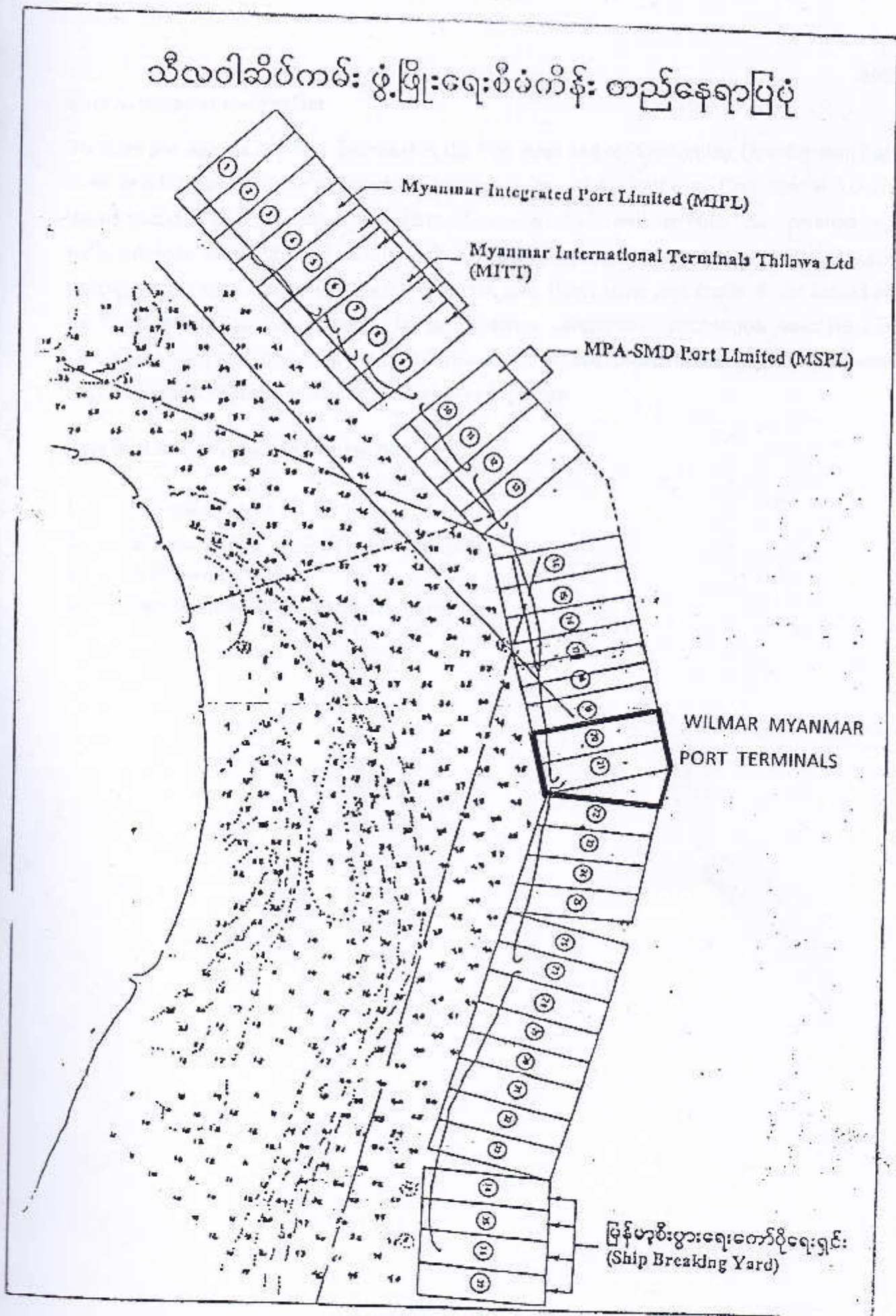
**WILMAR MYANMAR PORT TERMINALS
(THILAWA) LIMITED**

[Handwritten signature of Maung Kyay]

Signed by : Maung Kyay
Designation : Director
**WILMAR MYANMAR PORT TERMINALS
(THILAWA) LIMITED**

THE LAND

သီလဝါဆိပ်ကမ်း ဖွံ့ဖြိုးရေးစီမံကိန်း တည်နေရာပြပုံ



Part A. Scope of the Project

To build and operate the Port Terminal in the Port Area and to develop the Development Land in order to sub-lease the same to Investors to carry out any of the following Commercial Activities - the operation of cogeneration power plants, the operation of fertilizer mills, the operation of flour mills, oilseeds crushing, edible oils refining, sugar, specialty fats, grains processing, and the packaging and sale of consumer pack edible oils, rice, flour, sugar and grains, to be carried out on the Development Land as permitted by the Myanmar Investment Commission under the Foreign Investment Law, the Foreign Investment Rules and all related directives and notifications issued by the Government of the Republic of the Union of Myanmar.

Part B . List of Project Infrastructure

1. 390 metre wharf
2. 22.8 acres (92,271.60 m²) container yard
3. A diversion channel
4. Development works on the Development Land

GROSS REVENUE

The term Gross Revenue means the aggregate sum of receipts from port charges and land rental as reported in the audited financial statements which shall include the following in such computation: -

- (a) Demurrage income;
- (b) Income from Container Services;
- (c) Income from General Cargo Handling;
- (d) Income from Bulk Liquid Cargo Handling;
- (e) Land Rental Income - being a minimum amount of US\$ 910,575.00 (United States Dollars nine hundred and ten thousand five hundred and seventy five) or land rental income actually collected at the time being whichever is higher; and
- (f) Any other income from the operation of the Project.



PERFORMANCE GUARANTEE
MYANMA FOREIGN TRADE BANK
 YANGON, MYANMAR
PERFORMANCE GUARANTEE

DATED : - - 2015

NO :

TO

MYANMA PORT AUTHORITY
 YANGON, MYANMAR

PERFORMANCE BANK GUARANTEE NO. FOR US\$796,896.00

In consideration of you having entered into the build-operate-transfer contract dated2014 with Wilmar Myanmar Port Terminals (Thilawa) Limited for the construction, operation and management of a port terminal and industrial estate project at Thilawa port area (the "Contract") and it being a condition of the Contract that a performance guarantee of one percent (1%) of the agreed investment cost of the Project amounting to United States Dollars of US\$796,896.00 (the "Guarantee Amount") be issued in your favour, we (..... Bank) hereby irrevocably and unconditionally guarantee to pay you without delay on your first written demand through Myanma Foreign Trade Bank any amount claimed by you, up to the extent of the Guarantee Amount against your written declaration that Wilmar Myanmar Port Terminals (Thilawa) Limited has refused or failed to execute or perform any of the material terms and conditions of the Contract including that the activities pertinent to the construction of Project under shall be commenced within (.....) months and the Project shall be in operation within () years from the date of signing of the Contract. This performance guarantee shall not be exercised more than once, and provided always that the Guarantee Amount is not exceeded in your demand.

This performance guarantee shall remain valid until the date falling 3 (three) years after the date of the Contract, or the completion of the construction of the Port Area, whichever is earlier.

Signature :

Designation :

Bank :

MASTER PLAN OF THE DEVELOPMENT LAND

PLAN LAYOUT OF PORT TERMINAL & INDUSTRIAL DEVELOPMENT IN

THILAWA PLOTS (20&21) BETWEEN PLOT (21 & 22)



AMENDEMENT AGREEMENT

TO THE BUILD-OPERATE-TRANSFER CONTRACT

BETWEEN

MYANMA PORT AUTHORITY

AND

WILMAR MYANMAR PORT TERMINALS

(THILAWA) LIMITED

, May, 2016

YANGON, MYANMAR

AMENDMENT AGREEMENT
TO THE BUILD- OPERATE-TRANSFER CONTRACT
BETWEEN
MYANMA PORT AUTHORITY

AND

WILMAR MYANMAR PORT TERMINALS (THILAWA) LIMITED

THIS AMENDMENT AGREEMENT is made at Yangon, the Republic of the Union of Myanmar on this 27th day May, 2016

BETWEEN

MYANMA PORT AUTHORITY, an organisation existing under the Laws of the Republic of the Union of Myanmar and having its office at 10 Pansodan Street, Kyauktada Township, Yangon 11182 (hereinafter called “**MPA**”) (which expression, unless repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns) represented for the purpose of this Amendment Agreement by **U Kyaw Myint**, Chief Executive Officer, of the one part;

AND

WILMAR MYANMAR PORT TERMINALS (THILAWA) LIMITED, a company incorporated and existing under the laws of the Republic of the Union of Myanmar and having its office at No.SB, 1-2, Aung Zayar Housing Complex, Strand Road, Ahlone Township, Yangon, Myanmar (hereinafter referred to as “**Wilmar**”, which expression, unless repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns) represented by **Mr. Shuichi Sato**, its authorised representative and Director, Japanese National ID No. MZ0713970, of the other part,

each hereinafter referred to as “**Party**” and collectively, as “**Parties**”.

RECITAL

- A. The MPA and Wilmar entered into a Build-Operate-Transfer Contract on 21 December 2014 (the “**BOT Contract**”) for the purposes of building and operating a Modern Multi-Purpose International Wharf (hereinafter referred to as the “**Port Terminal**”) and integrated agriculture processing facilities and associated utility buildings, on the terms and conditions thereof.
- B. In connection with the BOT Contract, the MPA leased to Wilmar the parcels of land at Yangon Region, Thilawa Port Area plots No. 20 & 21 of 74.1308 acres and the parcel of



land of 26 acres adjoining Thilawa Port Area plots No. 21 and 22, with a total area of 100.1308 acres pursuant to a Lease Agreement dated 21 December 2014 (the “**Lease Agreement**”).

- C. Pursuant to Clause 9.3 of the BOT Contract, it was stated that the construction period of the Port Terminal and the development of the Development Land (both terms as defined in the BOT Contract) shall be 2 (two) years from the signing date of the BOT Contract.
- D. The Myanmar Investment Commission, at its meeting 3/2015 held on 27 February 2015, approved the amendment of the said construction period of Wilmar from two (2) years to 3 (years) and on 10 April 2015 issued a “Decision of the Myanmar Investment Commission for Amendment of the construction period of Wilmar Myanmar Port Terminals (Thilawa) Limited” (under document reference no. : DICA-3/FI-768/2015(596)) recording the decision (the “**MIC Decision**”). A copy of the MIC Decision is set out in the Annex A to this Amendment Agreement
- E. Accordingly, the Parties wish to amend the BOT Contract under and subject to the terms of this Amendment Agreement, so that the construction period stated in the BOT Contract is consistent with the MIC decision.

Now this Amendment Agreement is entered into upon the mutual covenants and consideration as follows:-

1. **DEFINITIONS & INTERPRETATION**

In this Amendment Agreement:-

- 1.1 Save where expressly provided for otherwise, words and expressions defined in the BOT Contract have the same meanings when used in this Amendment Agreement.
- 1.2 Unless the context otherwise requires, words importing the singular shall also include the plural and vice versa and references to persons shall include bodies corporate.
- 1.3 The headings and sub-headings in this Amendment Agreement are for convenience of reference only and shall not affect the interpretation thereof.
- 1.4 All the Recitals and annexures to this Amendment Agreement, shall be taken, read and construed as an integral part of this Amendment Agreement.
- 1.5 All references to clauses, recitals and annexures are reference to clauses, recitals and annexures in this Amendment Agreement.

2. AMENDMENT

- 2.1 On and with effect from 27 February 2015, the Parties agree that Clause 9.3 of the BOT Contract shall be deleted in total and be replaced in its entirety by the following new Clause 9.3 set out below:-

“9.3 The construction period of the Port Terminal and the development of the Development Land shall be 3 (three) years from the signing date of the BOT Contract executed between MPA and Wilmar on 21.12.2014”,

and that accordingly, page 8 of the BOT Contract shall be amended and shall be read in the form set out in Annex B hereto.

- 2.2 This Amendment Agreement shall not affect or amend any other right or obligation of the Parties under the BOT Contract and the Lease Agreement (collectively, the “**Main Contracts**”) save as provided hereunder. All other terms and conditions prescribed in the Main Contracts, other than amended hereunder, shall remain unchanged and be in full force and effect.
- 2.3 This Amendment Agreement is conditional upon the approval of the MIC. Subject to the approval of the MIC, this Amendment Agreement shall come into force on from 27 February 2015 and form an integral part of the BOT Contract.

3. MODIFICATION

This Amendment Agreement shall not be amended or modified in any respect except by the mutual consent in writing of the Parties thereto. Any amendments, modifications or supplement to this Amendment Agreement shall be in writing, signed by all the Parties and submitted to the Myanmar Investment Commission of the Republic of the Union of Myanmar and relevant government authority/ authorities and upon approval, such amendments will form an integral part of this Amendment Agreement.

4. ADDRESS FOR CORRESPONDENCE

All correspondence exchanged between the Parties shall be sent to:-

Myanma Port Authority

No.10, Pansodan Street, Kyauktada Township,
Yangon, The Republic of the Union of Myanmar
Telephone: 95-1-246781, 379141, 379142,
Facsimile: 95-1-246781, 391355, 256321
To the attention of the: Chief Executive Officer

and

Wilmar Myanmar Port Terminals (Thilawa) Limited

Plot No.20 & 21, Thilawa Port Development Zone,
KyaukTan Township, Yangon Region, The Republic of the Union of Myanmar

Telephone: 95-9-33162666

Telephone: 95-9-254148009

To the attention of: Mr. Shuichi Sato, Director

IN WITNESS WHEREOF the Parties hereto have set their respective hands and affixed their seals the day, month and year first written above.



For and on behalf of

MYANMA PORT AUTHORITY

Signed by : Kyaw Myint
Designation : Chief Executive Officer

Witness

For and on behalf of

MYANMA PORT AUTHORITY

Signed by : U Ni Aung
Designation : General Manager



For and on behalf of

**WILMAR MYANMAR PORT TERMINALS
(THILAWA) LIMITED**

Signed by : Shuichi Sato
Designation : Director, Authorized Signatory

Witness

For and on behalf of

**WILMAR MYANMAR PORT TERMINALS
(THILAWA) LIMITED**

Signed by : Maung Kyay
Designation : Director

ANNEX A

Decision of the Myanmar Investment Commission for Amendment of the construction period of
Wilmar Myanmar Port Terminals (Thilawa) Limited
(under document reference no. : DICA-3/FI-768/2015(596))



Confidential



THE REPUBLIC OF THE UNION OF MYANMAR
 MYANMAR INVESTMENT COMMISSION
 No.(1), Thitsar Road, Yankin Township, Yangon

Our ref: DICA-3/FI-768/2015(596)

Tel: 95-1-658128

Date : 10th April 2015

Fax: 95-1-657141

Subject: Decision of the Myanmar Investment Commission for Amendment of the construction period of Wilmar Myanmar Port Terminals(Thilawa) Limited.

Reference: Wilmar Myanmar Port Terminals (Thilawa) Limited Letter dated (20-3-2015).

1. The Myanmar Investment Commission, at its meeting (3/2015) held on (27-2-2015), had approved that the construction period of Wilmar Myanmar Port Terminals (Thilawa) Limited be amended from 2 (two) years to 3 (three) years.
2. Hence, the amendment of the construction period is 3 (three) years according on the Permit No. 729/2014 dated 18-12-2014.
3. It is also notified that Wilmar Myanmar Port Terminals (Thilawa) Limited shall have to abide by all terms and conditions stated on the Commission's Letter No. DICA-3/FI-927/2014(798) dated 18-12-2014.

for Chairman
 (Mya Thuza, Joint Secretary)

Wilmar Myanmar Port Terminals (Thilawa) Limited

cc:

1. Office of the Union Government of the Republic of the Union of Myanmar
2. Ministry of Home Affairs
3. Ministry of Foreign Affairs
4. Ministry of Environmental Conservation and Forestry
5. Ministry of Electric Power
6. Ministry of Immigration and Population

Confidential

7. Ministry of Transport
8. Ministry of Industry
9. Ministry of Commerce
10. Ministry of Finance
11. Ministry of National Planning and Economic Development
12. Ministry of Labour, Employment and Social Security
13. Central Bank of Myanmar
14. Office of the Yangon Region Government
15. Director General, Directorate of Investment and Company Administration
16. Director General, Directorate of Industrial Supervision and Inspection
17. Director General, Customs Department
18. Director General, Internal Revenue Department
19. Director General, Directorate of Trade
20. Director General, Immigration and National Registration Department
21. Director General, Directorate of Labour
22. Managing Director, Myanma Foreign Trade Bank
23. Managing Director, Myanma Investment and Commercial Bank
24. Managing Director, Myanma Insurance
25. Managing Director, Myanma Electric Power Enterprise
26. Managing Director, Myanma Port Authority
27. Chairman, Republic of the Union of Myanmar Federation of Chambers of Commerce and Industry(UMFCCI)

5226
10-11-15

THE REPUBLIC OF THE UNION OF MYANMAR
THE MYANMAR INVESTMENT COMMISSION

Amendment on Permit No. 729/2014, dated 18 December 2014

The Myanmar Investment Commission, at its meeting 3/2015 held on 27th February 2015, had approved that the amendment of the construction period of Wilmar Myanmar Port Terminals (Thilawa) Limited from 2 (two) years to 3 (three) years.

(k) Construction period 3 (THREE) YEARS


(Mya Thuza)
Joint Secretary
E





ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
 မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
 အမှတ်- ၁၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

တယ်လီဖုန်း-၀၁-၆၅၈၁၂၈
 ဖက်စ်(စ်) -၀၁-၆၅၈၁၄၁


စာအမှတ်၊ ရက-၃/န-၉၂၇/၂၀၁၅(၃၅၇)
 ရက်စွဲ၊ ၂၀၁၅ ခုနှစ် မတ်လ ၂ ရက်

အကြောင်းအရာ။ Wilmar Myanmar Port Terminals (Thilawa) Limited၏
 တည်ဆောက်ရေး ကာလ ပြင်ဆင်ခွင့်ပြုပါရန် တင်ပြခြင်း

ရည်ညွှန်းချက်။ Wilmar Myanmar Port Terminals (Thilawa) Limited၏ ၂၀၁၅ ခုနှစ်
 ဇန်နဝါရီလ ၁၃ ရက်နေ့စွဲပါစာ

၁။ Wilmar Myanmar Port Terminals (Thilawa) Limited ရည်ညွှန်းပါစာဖြင့် မူလ
 တည်ဆောက်ရေး ကာလ ၂ နှစ်မှ ၃ နှစ်သို့ ပြင်ဆင်ခွင့်ပြုပါရန် တင်ပြလာသည့်ကိစ္စနှင့် စပ်လျဉ်း၍
 ၂၀၁၅ ခုနှစ် ဖေဖော်ဝါရီလ ၂၇ ရက်နေ့တွင် ကျင်းပခဲ့သော မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏
 ၃/၂၀၁၅ ကြိမ်မြောက် အစည်းအဝေးမှ “တည်ဆောက်ရေး ကာလ ၂ နှစ်မှ ၃ နှစ်သို့ ပြင်ဆင်ခွင့်
 ပြုပါရန်” ဆုံးဖြတ်ခဲ့ပါသည်။

၂။ သို့ဖြစ်ပါ၍ ကော်မရှင် အစည်းအဝေးဆုံးဖြတ်ချက်ကို သိရှိနိုင်ပါရန်နှင့် ကော်မရှင်
 ခွင့်ပြုမိန့်မူရင်းတွင် ပြင်ဆင်နိုင်ရန်အတွက် ဝန်ဆောင်မှုစရိတ်အဖြစ် ကျပ် ၂၅၀၀၀၀ (ကျပ်
 နှစ်သိန်းငါးသောင်း တိတိ)အား ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှု ဦးစီးဌာနသို့ ငွေပေး
 သွင်းရန်နှင့် ငွေပေးသွင်း ပြီးကြောင်းချလံ (မူရင်း)အား ဤကော်မရှင်သို့ ပေးပို့ရန် အကြောင်း
 ကြားပါသည်။


 ဥက္ကဋ္ဌ(ကိုယ်စား)
 (မြို့သူဇာ၊ တွဲဖက်အတွင်းရေးမှူး)
 ၄

မန်နေဂျင်းဒါရိုက်တာ
 Wilmar Myanmar Port Terminals (Thilawa) Limited
 အမှတ်-အက်စ်ဘီ၊ ၁-၂အောင်ဇေယျအိမ်ရာ
 ကမ်းနားလမ်း၊ အလုံမြို့နယ်
 ရန်ကုန်တိုင်းဒေသကြီး။
 မိတ္တူကို
 ဦးဆောင်ညွှန်ကြားရေးမှူး၊ မြန်မာ့ဆိပ်ကမ်းအာဏာပိုင်
 ရုံးလက်ခံ/ မျှောစာတွဲ



ANNEX B

Amendment to Page 8 of the BOT Contract

(see following one (1) page)



buildings and the Lease Agreement shall, thereupon, cease and determine, provided that such right of re-entry shall not prejudice any right of action of the MPA for recovery of money from Wilmar by way of rent or compensation for damages.

9. **SCOPE OF CONTRACT**

- 9.1 Wilmar shall make an investment of US\$ 79,689,634 (United States Dollars Seventy-nine Million Six Hundred and Eighty-nine Thousand and Six Hundred and Thirty-four) in the Republic of the Union of Myanmar, pursuant to the Republic of the Union of Myanmar Foreign Investment Law.
- 9.2 Wilmar shall construct an integrated wharf facility in the Port Area.
- 9.3 **The construction period of the Port Terminal and the development of the Development Land shall be 3 (three) years from the signing date of the BOT Contract executed between MPA and Wilmar on 21.12.2014.**
- 9.4 Wilmar shall implement the Project and sublease the Development Land to Investors for carrying out the Investors' respective Commercial Activities according to the construction plan to be agreed by the Parties.

10. **PERFORMANCE GUARANTEE**

Wilmar shall issue the Performance Guarantee amounting to 1% (one percent) of the investment amount of the Project in favor of MPA substantially in the form as set out in Annex 4, within 45 (forty-five) days of the signing date of this Contract. The Performance Guarantee shall be released on the expiry of the third year after the date of this Contract or the completion of the construction of the Port Area, whichever is earlier.

11. **OPERATION AND MANAGEMENT**

- 11.1 Subject to Clause 17.2, the Project shall be operational for the duration of the Lease Period.
- 11.2 Wilmar shall keep proper books of accounts of the business and these accounts will be kept at Wilmar or its accountant's office in Yangon. MPA shall have the right to appoint a recognised auditor to inspect the accounts of the Port Terminal solely for the purpose of determining the value of Gross Revenue as defined under Annex 3 during normal working hours, after giving reasonable prior notice to Wilmar.
- 11.3 Without prejudice to the generality of the above, any and all information obtained by MPA or its auditors, employees and agents shall be confidential and shall not be disseminated to any third party unless authorised by Wilmar or by operation of law.
- 11.4 It is agreed that port charges and port tariffs shall be collected from the users according to the schedule of rates announced by the MPA from time to time. MPA

Annex XII

Land Lease Agreement made between Myanma Port Authority and Wilmar Myanmar Port Terminals (Thilawa) Limited

LAND LEASE AGREEMENT

For

**A Modern Multi-Purpose International Wharf and Integrated
Agriculture Processing Facilities and Associated Utility
Buildings
at Thilawa Port Area**

Between

MYANMA PORT AUTHORITY

And

**WILMAR MYANMAR PORT TERMINALS
(THILAWA) LIMITED**

21st December, 2014

YANGON, MYANMAR



LAND LEASE AGREEMENT

BETWEEN

MYANMA PORT AUTHORITY

AND

WILMAR MYANMAR PORT TERMINALS (THILAWA) LIMITED

This Land Lease Agreement is made at Yangon, the Republic of the Union of Myanmar on this
21st day of December , 2014

BETWEEN

MYANMA PORT AUTHORITY, an organization existing under the Laws of the Republic of the Union of Myanmar and having its office at 10 Pansodan Street, Kyauktada Township, Yangon 11182 (hereinafter called "MPA") (which expression, unless repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns) represented for the purpose of this Land Lease Agreement by **U Kyaw Myint**, Managing Director, of the one part;

AND

WILMAR MYANMAR PORT TERMINALS (THILAWA) LIMITED, a company incorporated and existing under the laws of the Republic of the Union of Myanmar and having its office at No.SB, 1-2, Aung Zayar Housing Complex, Strand Road, Ahlone Township, Yangon, Myanmar (hereinafter referred to as "**Wilmar**", which expression, unless repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns) represented by **Mr. Shuichi Sato**, its authorized representative , Japan National ID No. MZ0713970, of the other part,

each hereinafter referred to as "**Party**", and collectively, as "**Parties**".



RECITAL

- A. MPA represents and warrants that it is the legal and beneficial owner of all the parcels of land at Yangon Region, Thilawa Port Area plots No. 20 & 21 of 74.1308 acres and the parcel of land of 26 acres adjoining Thilawa Port Area plots No. 21 and 22 with a total area of 100.1308 acres, in the Republic of the Union Myanmar (hereinafter referred to as the "Land") more particularly described in the Schedule to this Land Lease Agreement.
- B. Pursuant to the Build-Operate-Transfer Contract executed by and between MPA and Wilmar of the same date (the "**BOT Contract**"), Wilmar desires to lease the Land, and MPA has agreed to lease the Land to Wilmar, for a period of 50 (fifty) years, on the terms and conditions hereto. The lease period shall be for an initial term of 50 (fifty) years commencing from (i) the completion of the construction of the Project, (ii) 3 (three) years after Wilmar takes vacant possession of the Land, or (iii) the date on which Wilmar commences commercial operation of the Project, whichever is earliest. The Parties may extend the lease period for 2 (two) further 10 (ten) year terms with the approval of Myanmar Investment Commission on existing terms and conditions.
- C. The Land is leased to Wilmar to enable Wilmar to develop a part thereof ("**Development Land**") according to the BOT Contract which in turn will be sub-leased to investors for the conduct of commercial activities such as the operation of cogeneration power plants, fertilizer mills, flour mills, oilseeds crushing, edible oils refining, sugar, specialty fats, grains processing, the packaging and sale of consumer pack edible oils, rice, flour and grains (hereinafter referred to as "**Commercial Activities**") provided that each such sub-lease shall be submitted and approved by the Myanmar Investment Commission ("**MIC**") and consented to by the MPA; and to build and operate a Modern Multi-Purpose International Wharf (hereinafter referred to as the "**Port Terminal**") and associated utility buildings, offices equipment servicing and repair facilities, customs inspection enclosure and/or any and all other facilities incidental to the Port Terminal on the balance area of the



Land ("Port Land"); and the foregoing shall collectively hereinafter be referred to as "the Project".

NOW, THEREFORE, this Land Lease Agreement is entered into upon the mutual covenants and considerations as follows:

1. THE LEASE OF THE LAND

In consideration of the payment of the Land Use Premium and Annual Rent being paid for the Land, MPA hereby grants unto Wilmar a lease for an initial term of 50 (fifty) years, and (with the approval of the Myanmar Investment Commission) for an additional 2 (two) further 10 (ten) years terms on existing terms and conditions for a total term of 70 (seventy) years, commencing from (i) the completion of the construction of the Project, (ii) the date falling 3 (three) years after Wilmar takes vacant possession of the Land, or (iii) the date on which Wilmar commences commercial operation of the Project, whichever is the earliest, subject to the prior fulfillment of the conditions precedent in Clause 15.

2. LAND USE PREMIUM

Wilmar shall pay a "Land Use Premium" for the Land at the rate of United States Dollars US\$10.00 (United States Dollars Ten) per square metre (for the total area of the Land of 100.1308 acres (equivalent to 405,229.3476 m², based on 1 acre = 4,047 m²)) to MPA in consideration of the covenants between Wilmar and MPA herein and in the BOT Contract. The Land Use Premium valued at US\$4,052,293.48 (United States Dollars Four Million Fifty-two Thousand Two Hundred Ninety-three and cents Forty-Eight) shall be paid as follows: -

- (a) The 1st installment of 10% (ten percent) of the Land Use Premium of US\$405,229.36 (United States Dollars Four Hundred and Five Thousand, Two Hundred and Twenty-nine and cents Thirty-six) shall be paid within 30 (thirty) days after the signing of this Land Lease Agreement.
- (b) The 2nd installment of 30% (thirty percent) of the Land Use Premium of US\$ 1,215,688.04 (United States Dollars One Million Two Hundred and Fifteen Thousand



and Six Hundred and Eighty-eight and cents Four) shall be paid on the 1st anniversary of the date of this Land Lease Agreement, provided that MPA has provided vacant possession of the Land to Wilmar free of all encumbrances, liens and claims of any kind whatsoever as stipulated under Clause 15.2 and Wilmar has commenced commercial operation of the Project.

- (c) The 3rd installment of 30% (thirty percent) of the Land Use Premium of US\$ 1,215,688.04 (United States Dollars One Million Two Hundred and Fifteen Thousand and Six Hundred and Eighty-eight and cents Four) shall be paid on the 2nd anniversary of the date of this Land Lease Agreement provided that Wilmar has already paid the 2nd installment of 30 % (thirty percent) of the Land Use Premium.
- (d) The 4th installment of 30% (thirty percent) of the Land Use Premium of US\$ 1,215,688.04 (United States Dollars One Million Two Hundred and Fifteen Thousand and Six Hundred and Eighty-eight and cents Four) shall be paid on the 3rd anniversary of the date of this Land Lease Agreement provided that Wilmar has already paid the 3rd installment of 30% (thirty percent) of the Land Use Premium.

3. ANNUAL RENT

- 3.1 For the Land, Wilmar shall pay the annual rent ("**Annual Rent**") from the date on which Wilmar generates revenue from the Project, and the Annual Rent shall be calculated as follows:

Year of Operation	Payment
(a) From 1 st to 10 th year	6% of total Gross Revenue
(b) From 11 th to 20 th year	12% of total Gross Revenue
(c) From 21 st to 35 th year	18% of total Gross Revenue
(d) From 36 th year onwards	20% of total Gross Revenue

Gross Revenue shall be calculated in accordance with **Annex 3** of the BOT Contract.

- 3.2 An advance payment of Annual Rent for any financial year ("Relevant Financial Year") shall be paid no later than 30th April of the financial year following the



Relevant Financial Year. Such advance shall be determined on the basis of Gross Revenue as per the unaudited financial statements of Wilmar for the Relevant Financial Year.

A final settlement of the Annual Rent shall be made after the close of the Relevant Financial Year based on the audited financial statements for the Relevant Financial Year no later than 31st August after the close of the Relevant Financial Year.

4. RIGHTS AND OBLIGATIONS OF WILMAR

Wilmar hereby covenants with the MPA for the following:-

- (a) Wilmar shall pay the Annual Rent on the days and in the manner herein before appointed for payment thereof and to pay for all reasonable standard charges to be collected by the respective authorities with respect to any services provided.
- (b) Wilmar shall utilize the Land for the purpose of land development for sub-leasing to investors as defined in the BOT Contract for the conduct of Commercial Activities and for the establishment of the Port Terminal provided such sub-lease have been submitted and approved by the MIC and consented to by the MPA.
- (c) Wilmar shall be responsible for protection as well as preservation of the environment of the Land in accordance with the prevailing environmental laws of the Republic of the Union of Myanmar, and shall not cause pollution of air, water and land and not to cause any environmental degradation. Wilmar shall also take necessary measures in order to fulfill its environmental protection obligations with respect to the waste water treatment plant and other treatment procedures so as to keep the Project site compliant with the environmental laws of the Republic of the Union of Myanmar.
- (d) Wilmar shall be responsible for the payment of all stamp duties which may arise from the signing of this Land Lease Agreement and for the payment of taxes of any and of all kinds which may arise from constructing, operating and managing the Port Terminal.



- (e) Wilmar is forbidden to substantially alter the purpose of this Land Lease Agreement or the installations erected on the Land as per the stipulations of **Annex 2** of the BOT Contract without the prior written permission of MPA which shall not be unreasonably withheld.
- (f) Wilmar shall have the right to sub-lease the Development Land to investors as defined in the BOT Contract for them to carry out any of the Commercial Activities provided such sub-lease have been submitted and approved by the MIC and consented to by the MPA.
- (g) Wilmar and/or the subsidiary and affiliate companies of Wilmar International Limited shall have the right to sub-lease the Development Land from Wilmar as investors as defined in the BOT Contract to invest and carry out any of the Commercial Activities provided such sub-lease have been submitted and approved by the MIC and consented to by the MPA.

5. **RIGHTS AND OBLIGATIONS OF MPA**

Upon Wilmar performing and observing the covenants, conditions and agreements contained herein, MPA hereby covenants with Wilmar as follows:

- (a) MPA shall provide vacant possession of the Land to Wilmar free of all encumbrances, liens and claims of any kind whatsoever;
- (b) MPA will ensure that adequate infrastructure is available for container and general cargo, liquid cargo and container movement in, into and from the Port Land and in the Port Terminal's vicinity;
- (c) MPA shall pay all land revenues imposed on the Land;
- (d) MPA shall allow Wilmar to sub-lease the Development Land to investors as defined in the BOT Contract for them to carry out any of the Commercial Activities provided such sub-lease have been submitted and approved by the MIC and consented to by the MPA;



- (e) MPA shall ensure that Wilmar shall peacefully and quietly hold the Land during the term of this lease without any interruption or disturbance whatsoever by MPA or any other person.
- (f) MPA shall use its best endeavours to obtain facilities needed for the establishment of freight station(s) including but not limited to Custom and Immigration check points, bonded warehouses, customs clearance facilities and the like; and
- (g) MPA shall use its best endeavours to ensure the availability, adequacy and suitability of access roads, power supply, water supply and telecommunication facilities right up to the border of the Land for Wilmar to expeditiously implement the Project and for the investors as defined in the BOT Contract, to expeditiously carry out their respective Commercial Activities
- (h) MPA shall arrange for the cost of compensation or relocation (if any) of the existing tenants, licensees, occupiers of the Land in co-ordination with Wilmar.

6. **RENEGOTIATION OF THIS LAND LEASE AGREEMENT**

In the event of any situation or condition arising due to circumstances not envisaged in either this Land Lease Agreement or the BOT Contract which warrants an amendment or modification to these documents, the Parties shall negotiate the appropriate amendments, modifications or additions in good faith and submit these amendments to the Myanmar Investment Commission for approval.

7. **LAW OF PERFORMANCE**

Both Parties shall carry out their obligations arising out of this Land Lease Agreement according to the laws, rules, regulations, directives and procedures of the Republic of the Union of Myanmar.



8. WARRANTY AND REPRESENTATION

Each Party represents and warrants to the other that it is a legal entity duly authorized under the relevant laws and has the right, power, sound financial standing and authority to enter into this Land Lease Agreement.

9. RIGHT OF RE-ENTRY

If Wilmar in any substantial respect fails to perform or observe the terms and conditions of this Land Lease Agreement and fails to rectify such non-performance or non-observation within 3 (three) months after the notice in writing from the MPA of such default, the MPA shall be at liberty to re-enter upon and take possession of the whole complex of the Land and factory buildings and this Land Lease Agreement shall, thereupon, cease and determine, provided that such right of re-entry shall not prejudice any right of action of the MPA for recovery of money from Wilmar by way of rent or compensation for damages.

10. TERMINATION OF THIS LAND LEASE AGREEMENT

This Land Lease Agreement may only be terminated on one of the following grounds:-

- 10.1 breach of a material term of this Land Lease Agreement by one of the Parties, which if can be remedied, is not remedied within 3 (three) months from the date of notice by the non-breaching Party to the breaching Party of such breach and request to remedy;
- 10.2 occurrence of Force Majeure for a continuous period of more than 6 (six) months;
- 10.3 incapability of implementing the original aims and objectives of this Land Lease Agreement; or
- 10.4 by mutual consent provided that both Parties shall jointly submit an application for the termination of this Land Lease Agreement to the Myanmar Investment Commission in accordance with the Republic of the Union of Myanmar Foreign Investment Law.



11. MINERAL RESOURCES AND TREASURES

Mineral resources, treasure, gems and other natural resources discovered unexpectedly from, in or under the Land during the lease period of this Land Lease Agreement shall be the property to the Government of the Republic of the Union of Myanmar and the Government of the Republic of the Union of Myanmar shall be at liberty to excavate the aforesaid at any time.

12. FORCE MAJEURE

- 12.1 If either Party is temporarily rendered unable, wholly or in part, by Force Majeure to perform its duties or accept performance by the other Party under this Land Lease Agreement, it is agreed that the affected Party shall give notice to the other Party within 14 (fourteen) days of the occurrence of the cause relied upon giving full particulars of such Force Majeure.
- 12.2 The duties of such Party as are affected by such Force Majeure shall, with the approval of the other Party be suspended during the period of disability so caused, but for no longer period, and such cause shall be removed with all reasonable dispatch.
- 12.3 The term "Force Majeure" as employed herein shall mean Act of God, Strikes, Lockouts, Industrial Disturbances, War, Blockades, Insurrections, Riots, Epidemics, Civil Disturbances, Explosions, Fire, Floods, Tsunamis, Earthquakes, Storms, Lightning and any other causes similar to the kind herein enumerated which are beyond the control of either Party and which by the exercise of due care and diligence either Party is unable to overcome.

13. NEW BUSINESS OPPORTUNITIES

If further expansion of the Port Terminal is required, Wilmar shall be given the opportunity to compete with other bidders for all further berths in the Thilawa port area.



DEC 2014

14. ASSIGNMENT

Wilmar will, with the approval of the MIC, have the right to transfer by deed of assignment all of its rights and obligations under this Land Lease Agreement to any group company of Wilmar which is subsequently established in Myanmar for purposes of undertaking the Project ("transferee") and on such transfer being notified to MPA, MPA will be deemed to have accepted the transferee as being entitled to all rights and responsible for all obligations under this Contract, in place of Wilmar.

15. CONDITIONS PRECEDENT

15.1 This Land Lease Agreement is conditional upon receipt of all necessary and requisite approvals, from the relevant government authorities of the Republic of the Union of Myanmar for the implementation of this Land Lease Agreement.

15.2 MPA shall provide vacant possession of the Land free of all encumbrances, liens and claims of any kind whatsoever.

16. INTERPRETATION

All the recitals and all schedules and annexures to this Land Lease Agreement shall be taken, read and construed as an integral part of this Land Lease Agreement.

17. EFFECTIVE DATE OF THIS LAND LEASE AGREEMENT

17.1 This Land Lease Agreement shall take effect from the date of the signing and the initial term of 50 (fifty) years commencing from (i) the completion of the construction of the Project, (ii) 3 (three) years after Wilmar takes vacant possession of the Land, or (iii) the date on which Wilmar commences commercial operation of the Project, whichever is earliest.



17.2 The Parties may extend the lease period for 2 (two) further 10 (ten) year terms with the approval of MIC on existing terms and conditions.

18. RE-TRANSFER OF THE LAND

18.1 At the end of the lease period, Wilmar shall transfer the Land and immovable properties thereon to MPA within 6 (six) months in good condition, fair wear and tear excepted and ground damages having been refilled or repaired,

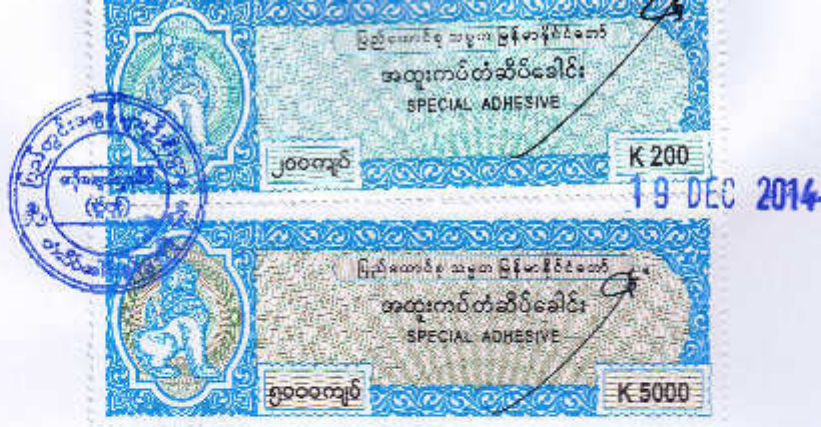
18.2 Wilmar shall have the right to be in possession and ownership of all moveable properties on the Land at the end of the lease period which shall be removed at Wilmar's costs and/or disposed of within 6 (six) months of the end of the lease period, and the foregoing shall not affect MPA's right to claim for the annual rent for the period that Wilmar continues to occupy the Land with the MPA's approval for the purpose of refilling/repairing any damage caused to the Land by Wilmar, up to the date of complete evacuation of the Land by Wilmar.

19. ENTIRE AGREEMENT

This Land Lease Agreement and the agreements referred to herein embody all the terms and conditions agreed upon between the Parties hereto as to the subject matter of this Land Lease Agreement and supersede and cancel in all respects all previous agreements and understandings between the Parties hereto with respect to the subject matter hereof whether such be written or oral.

20. GOVERNING LAW AND JURISDICTION

This Land Lease Agreement shall be read, construed, interpreted and governed in all respects by the laws, rules and regulations of the Republic of the Union of Myanmar and the Parties hereby submit to the jurisdiction of the relevant court of the Republic of the Union of Myanmar and all courts competent to hear appeals therefrom.



21. ARBITRATION

- 21.1 Any dispute arising between the Parties out of or in connection with this Land Lease Agreement shall first be settled through negotiations done in good faith with a view to reaching an amicable settlement.
- 21.2 In the event that the dispute mentioned above cannot be settled amicably, such dispute shall be settled by UNCITRAL ARBITRATION RULES in Kuala Lumpur. The process shall be conducted in the English language.



IN WITNESS WHEREOF the Parties hereto have set their respective hands and affixed their seals the day, month and year first written above.

For and on behalf of
MYANMA PORT AUTHORITY



[Handwritten signature of Kyaw Myint]

Signed by : Kyaw Myint
Designation : Managing Director

For and on behalf of
**WILMAR MYANMAR PORT TERMINALS
(THILAWA) LIMITED**

[Handwritten signature of Mr. Shuichi Sato]

Signed by : **Mr. Shuichi Sato**
Designation : Authorised Signatory

WITNESS

For and on behalf of
MYANMA PORT AUTHORITY

[Handwritten signature of Ni Aung]

Signed by : Ni Aung
Designation : General Manager

WITNESS

For and on behalf of
**WILMAR MYANMAR PORT TERMINALS
(THILAWA) LIMITED**

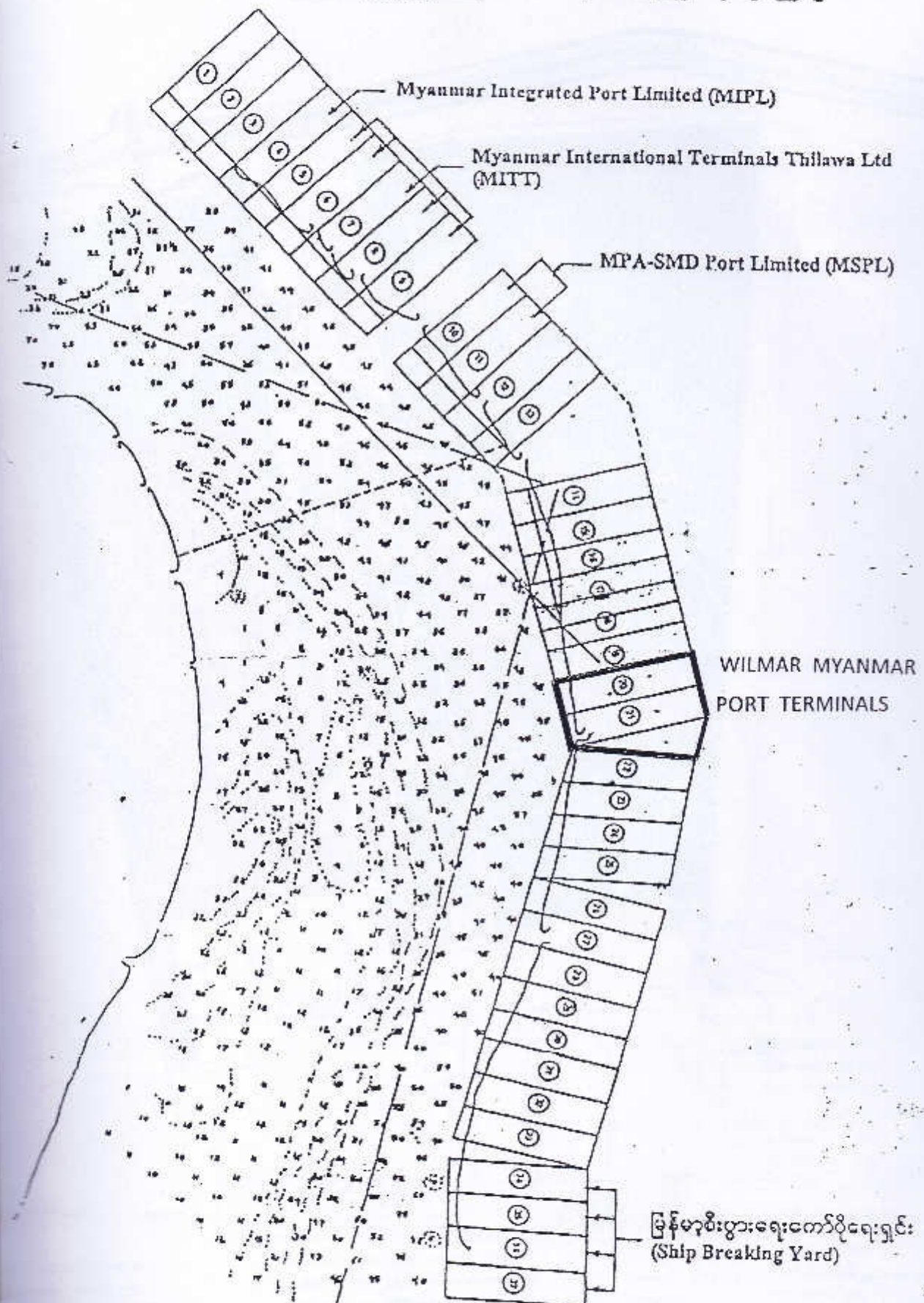
[Handwritten signature of Maung Kyay]

Signed by : Maung Kyay
Designation : Director
**WILMAR MYANMAR PORT TERMINALS
(THILAWA) LIMITED**

**THE SCHEDULE
THE LAND**

5/

သီလဝါဆိပ်ကမ်း ဖွံ့ဖြိုးရေးစီမံကိန်း တည်နေရာပြပုံ

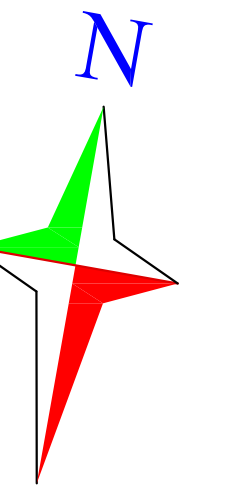


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Oil Tank Farm/Biorefinery Area	10.12 Acres	Plot 6	Steam Power & Generator	3.12 Acres	Plot 7-a	Container Yard Area	42.46 Acres
Fertilizer Processing Area	14.10 Acres	Plot 8	Office & Car Parking Area	5.00 Acres	Plot 7-b	Port Facility Area	11.29 Acres
Flour Mill & Warehouse Area	9.05 Acres	Plot 9	Staff Housing Area	4.85 Acres	B. Port Backup Area		
Feed Mill & Warehouse Area	5.15 Acres	Plot 10	Diversion Channel Area	5.17 Acres	A. Industrial Sub-Total Area		
Food Stuff & Warehouse Area/Future Food	10.98 Acres	Plot 11	All Compacted Road Area	12.94 Acres	C. Infrastructure, Sub-Total Area		
A. Industrial Sub-Total Area	45.00 Acres	C. Infrastructure Sub-Total Area		29.74 Acres	B. Port Backup Area		
				Total Area			
				174.74 Acres			

Annex XIII

Maps / Drawings of the Project



PORT UTILITIES AREA
(0.71 ACRE)

TANK TERMINAL PROJECT AREA
(6.62 ACRE)

WILMAR MYANMAR EDIBLE OIL PROJECT
AREA (7.41 ACRE)

WILMAR MYANMAR FLOUR MILLS
PROJECT AREA
7.41 ACRE

3.94 Acre

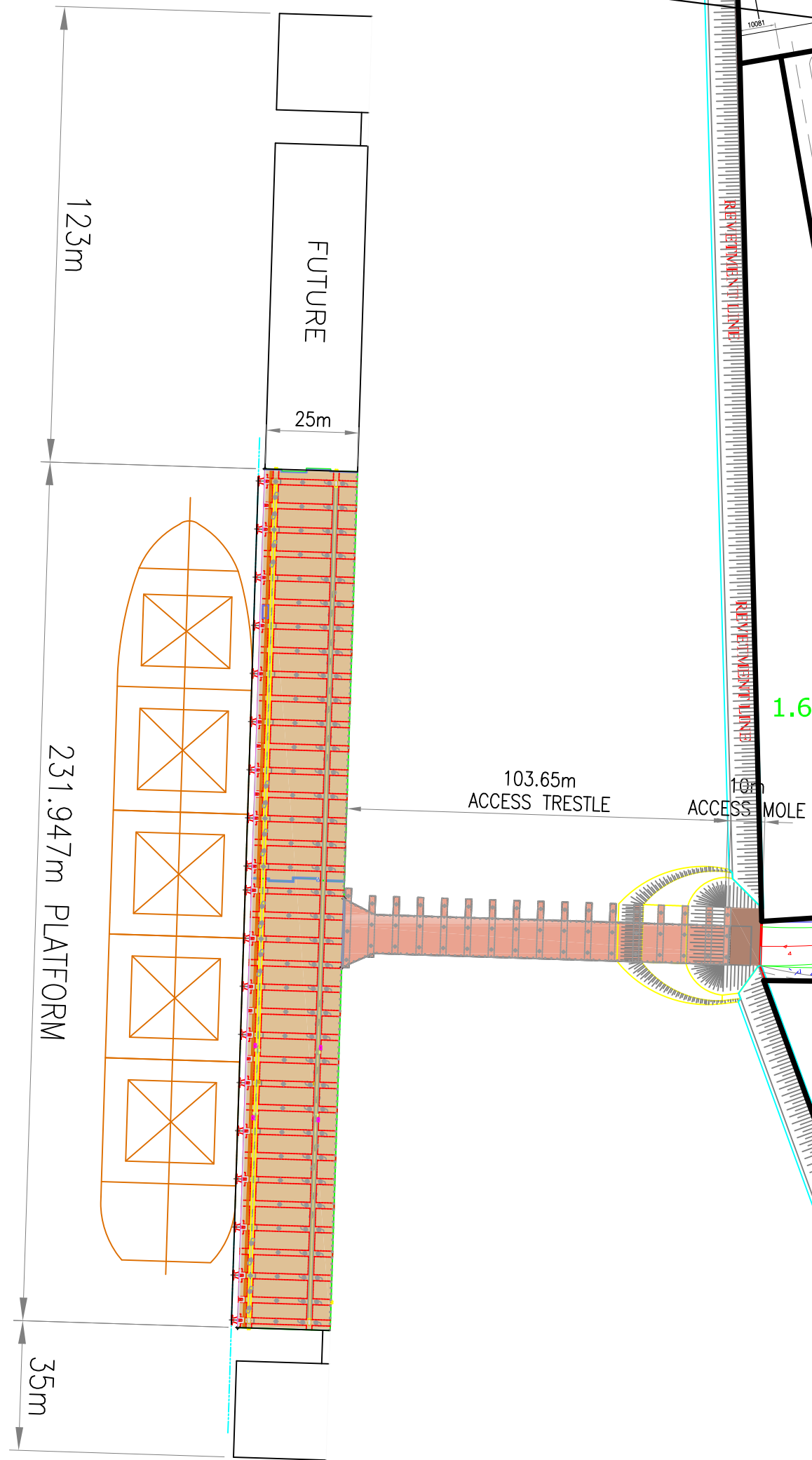
FOOD PROJECT
AREA (PLAN)
10.44 ACRE

WAREHOUSING
AREA
(PLAN)
8.21 ACRE

(PLAN)
9.0
ACRE

CONTAINER YARD
(PLAN)
22.89 ACRE

FERTILIZER & NON-FOOD
PROJECT AREA (PLAN)
18.0 ACRE

[illegible]

DIVERSION CHANNEL

Sub Drain

Main Drain

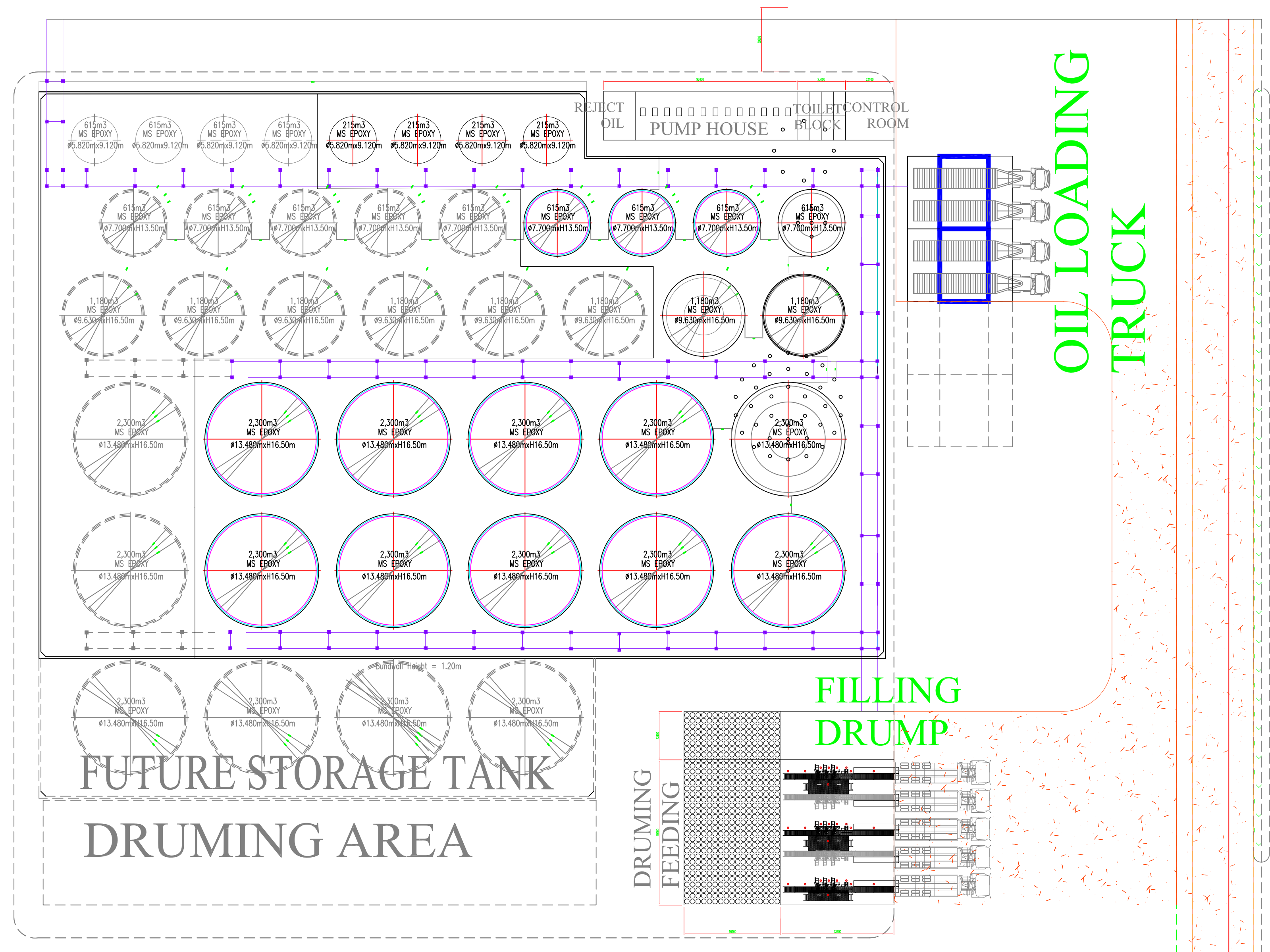
BAY PAUK CREEK


FUTURE RAIL LINE

DRAIN

TRANCE

24,800MT - 48.100 MT TANK FARM
NITROGEN BLANKETING SYSTEM INCLUDED



			Wilmar Myanmar Port Terminals (Thilawa) Limited										
			Layout Plan										
			DRAWING	THILAWA PROJECT, MYANMAR						VERSION			
			STAGE										
			SCALE	1:1000	CONSUMER PACK PLANT & TANK FIRM LAYOUT								
			DATE	2015 August									

Annex XIV

Sub-Lease Agreement made between Wilmar Myanmar Port Terminals (Thilawa) Limited and Wilmar Myanmar Logistics Limited (Draft)

SUB-LEASE AGREEMENT

YANGON

REPUBLIC OF THE UNION OF MYANMAR

Sub-Lease Agreement

This Sub-Lease Agreement (hereinafter referred to as the "Agreement") is made at _____, on the _____ day of _____, 2017.

between;

1. **Wilmar Myanmar Port Terminals (Thilawa) Limited** (hereinafter referred to as the "Lessor") on the one part.

and,

2. **Wilmar Myanmar Logistics Limited** (hereinafter referred to as the "Lessee") on the other part;

(The Lessor and the Lessee are hereinafter jointly referred to as the "Parties", including any successors by law to replace the "Parties" independently referred to as the "Party".)

NOW, HEREBY MUTUALLY AGREES AS FOLLOWS;

Chapter 1. The Scope of this Agreement

Clause 1. **1.1** The Lessor agrees to lease, and the Lessee agrees to take on the lease of the land at **Yangon Division, Thilawa Port Area, Plot No. 20 & 21** according to the plan attached hereto as **Exhibit A** which is deemed as an integral part hereof with the total area of **26,800 square-metres** (equivalent to approximately **6.62 acres**) (hereinafter referred to as the "Demised Premises") for an initial 50 (fifty) year period commencing **from the issuing date of the Physical Delivery Receipt** pursuant to Clause 1.2 below and ending on the date [31st December 2067] (hereinafter referred to as the "Lease Period") unless sooner terminated under the provisions of Clause 21.1. The Parties may (with the approval of the Myanmar Investment Commission ("MIC")) extend the Lease Period for an additional 2 (two) further 10 (ten) years terms on existing terms and conditions for a total lease period of 70 (seventy) years, and if so, the term "Lease Period" shall be construed accordingly to include such additional 10 (ten) year term(s) PROVIDED ALWAYS that the Lease Period shall not extend beyond the lease period set out in the Land Lease Agreement dated 21st December 2014 between the Myanmar Port Authority, as the head lessor of the Demised Premises, and the Lessor, which is the Lessee [emphasis supplied] of the Demised Premise under the said Land Lease Agreement.

1.2 Subject to the issue of the Lessee's MIC's permit, the Demised Premises shall be delivered to the Lessee by issuing of a Physical Delivery Receipt by the Lessor provided that the Lessor has confirmed that the Lessee has satisfied all of its obligations stipulated within this Agreement.

1.3 Any costs and expenses relating to the execution of this Agreement and of the Lessee's business on the Demised Premises, including for the avoidance of doubt stamp duties and commercial tax, shall be borne by the Lessee.

Chapter 2. Warranty and Representation

Clause 2. Each Party represents and warrants to the other Party that it is a legal person duly authorised under the relevant laws and has the right power, sound financial standing and authority to enter this Agreement.

Chapter 3. Annual Land Rent and Other Fees

Clause 3. 3.1 In addition to the above consideration, the Lessee shall pay the annual land rent (hereinafter referred to as the "Land Rent") on yearly basis at the rate of US\$5.00 (United States Dollars Five) per year per one square metre, i.e US\$ 134,000/- (United States Dollars One Hundred and Thirty Four Thousand only) stipulated in Clause 1 herewith as well as the management fees and utility charges (hereinafter collectively referred to as the "Fees"). The Lessee shall pay the Land Rent to the Lessor each year not later than the 15th day of December of the preceding year.

3.2 Notwithstanding Clause 3.1, if the whole or any part of the Demised Premises shall at any time be destroyed or damaged by fire, flood, storm or tempest so as to become unfit for occupation and use by the Lessee, the Land Rent and Fees or a fair and just proportion of the Land Rent and Fees according to the nature and extent of the damage sustained may be suspended and cease to be payable from the date on which the whole or any part of the Demised Premises was so destroyed or damaged until the date on which the Demised Premises shall be rendered fit for the occupation and use of the Lessee.

Clause 4. The Lessee hereby acknowledges and accepts the right of the Lessor to review and change the rate of the Land Rent at the end every [5 (five)] year period at a rate of no more than [15% (Fifteen percent)] of the previous rate.

Clause 5. 5.1 Whenever the cadastral surveying has been done and found that there is a change of area of the Demised Premises which does not conform to the area as stipulated in this Agreement, the Lessor shall inform the Lessee thereof to pay and the Lessee agrees to pay the new amount of the Land Rent and the Fees, based on the adjusted area of the Demised Premises from the subsequent date of such notification.

5.2 The Lessee and the Lessor agree that the Land Rent and the Fees for the adjusted part of Demised Premises, for the period from the commencement date of the Lease Period to the date of the notification by the Lessor to the Lessee pursuant to Clause 5.1, shall not be payable (if the Demised Premises has increased) or reimbursed (if the Demised Premises has decreased).

Chapter 4. Event of Default

Clause 6. If at any time and for any reason, the Lessee defaults in any payment of the Land Rent and the Fees, the Lessee agrees to pay the Lessor default interest at the rate of 2.0% (two percent) per year for the unpaid portion of the Land Rent and the Fees, as the case may be, until the date on which the payment is actually remitted and credited to the bank account of the Lessor.

Chapter 5. Security of Annual Land Rent

Clause 7. 7.1 The Lessee agrees to provide an initial security deposit to the Lessor on the date of the signing of this Agreement by means of cash deposit (hereinafter referred to as the "Cash Deposit") amounting to US\$ 134,000/- (United States Dollars One Hundred and Thirty-Four Thousand only) being equivalent to the initial Land Rent Amount.

7.2 The Lessee agrees that the Lessor is entitled, from time to time, to deduct such amount from the Cash Deposit equivalent to (i) the amount of damage and/or loss caused by the Lessee to the Lessor howsoever arising including by way of breach of any provision of this Agreement or any other agreement entered into between them, including any building and construction agreement, and (ii) the amount of Land Rent and Fees that the Lessee has defaulted in payment on, upon written notice from the Lessor to the Lessee.

7.3 If the amount of the Cash Deposit falls below the full amount as prescribed in Clause 7.1 for whatsoever reason, the Lessee shall increase the amount of the Cash Deposit to attain such full amount within 45 (forty-five) days from the date of the notification by the Lessor.

7.4 If the Land Rent is changed by the Lessor pursuant to Clause 4 of this Agreement, the Lessee shall increase the amount of the Cash Deposit to attain such full amount within 45 (forty-five) days from the date of the notification by the Lessor.

7.5 The Cash Deposit shall be returned to the Lessee with no interest thereon only if and when this Agreement expires or is terminated and all of the obligations of the Lessee have been deemed to be completed by the Lessee.

Chapter 6. Ownership of facilities and materials and the Lessee's Duties

Clause 8. All facilities and materials (which expression includes but not limited to the Lessee's fixtures, fittings, furniture, furnishings, equipment, machinery, stock in trade, partitions, lightings, floor coverings and ceiling boards) on the Demised Premises brought by the Lessee shall belong to the Lessee (hereunder referred to as the "Lessee's Properties").

Clause 9. The Lessor acknowledges that the Lessee's Properties except immovable assets may be mortgaged, pledged, or guaranteed against the Lessee's debt with financial institutions or any third parties. The lease right granted to the Lessee under this Agreement shall not be mortgaged, pledged or guaranteed for any purpose no matter whatsoever reasons or at any event.

Clause 10. The Lessee shall not, save with the Lessor's prior written consent, assign or transfer the right to lease the Demised Premises to other persons nor transfer to other person, in whole or in part, its rights or obligations hereunder nor do anything to endanger the Lessor's rights to the Demised Premises nor sublease the Demised Premises.

Clause 11. 11.1 The Lessee shall strictly comply with the laws, rules, and regulations of the government and local authorities and observe the order of the Lessor or the Lessor's agent, relating to compliance with this Agreement.

11.2 The Lessee shall ensure that his and/or her foreign personnel and their families shall abide by the Laws of the Republic of the Union of Myanmar and they shall not interfere in the internal affairs of the Republic of the Union of Myanmar.

Clause 12. Within the Lease Period, the Lessee permits the Lessor to inspect the factory building and any other building on the Demised Premises with the full cooperation of the Lessee.

Clause 13. The Lessee must keep the Demised Premises in good condition at its own expense throughout the Lease Period. Should the Lessor incur damages from eviction of the Lessee or confiscation of possessions on the Demised Premises by third parties, or lose any rights or profits hereunder, the Lessee shall be held responsible for and shall compensate the Lessor in full for such damages and losses.

Clause 14. The Lessee shall pay and discharge all existing and future quit rent, assessments, municipal and other rates, taxes, charges, outgoings, duties, fees or other imposition of a like nature by whatever name called charged by the government or local authorities throughout the Lease Period on or relating to the payment of the Land Rent and the Fees, and in respect of the Demised Premises and the Lessee's business on the Demised Premises (the "Outgoings") and to keep the Lessor indemnified against all claims and demands in respect of the Outgoings.

Clause 15. Should the Lessor suffer loss or damage for whatever reason, directly or indirectly, arising from the performance or non-performance by the Lessee, or its employees, agents, servants or visitors in relation to its business on the Demised Premises, the Lessee shall liable for and shall make full compensation for such damages of whatsoever kind to the Lessor.

Clause 16. 16.1 The Lessee shall complete the construction of:

- (a) oil storage tanks with an aggregate capacity of 23,000m³ on the Demised Premises within the period of [25 (twenty-five)] months or any longer period approved by the Lessor from the Effective Date of this Agreement (as defined in Clause 30); and
 - (b) additional oil storage tanks on the Demised Premises during Phase 2 of the project, of such capacity as may be agreed between the Lessor and Lessee.
- (collectively, the "Construction Work").

16.2 Should the Lessee fail to complete the Construction Work within the periods set out in Clause 16.1, the Lessee agrees that such event shall constitute a material breach of this Agreement, and the Lessor reserves the right to terminate this Agreement pursuant to Clause 21 set out below and the Lessor shall have the right to re-enter into the said Demised Premises.

Clause 17. During the construction of the factory building on the Demised Premises, the Lessee agrees to permit the Lessor or its agent to inspect the construction at all times. The Lessee shall provide convenient and cooperative support and follow the Lessor advice. Should the Lessor consider that any construction is unsatisfactory, the Lessor is entitled to instruct the Lessee to correct the construction and the Lessee shall use best efforts to comply with the Lessor's instructions. If the Lessor considers that the said faults are material, the Lessor shall have the right to instruct the Lessee to stop the construction immediately and the Lessor's decision shall be final. The Lessee shall be responsible for, and shall reimburse the Lessor from any loss or damage arising from, any delay to the cessation of construction and any construction fault.

Clause 18. 18.1 The Lessee shall strictly abide by such rules and conditions imposed by the Lessor from time to time with respect to the Demised Premises which shall be form an integral part of this Agreement. The Lessee shall comply in full with all the clauses contained therein.

18.2 The Lessor, its employees, servants, agents, contractors and workmen ("Lessor's Personnel") shall be entitled at all reasonable times to enter the Demised Premises to lay, fix or lead in, under or passing through the Demised Premises all cables, pipes, wires, drains, sewers and watercourses for supply of electricity, water, gas, sewerage services and telecommunication lines as the Lessor may require from time to time.

Clause 19. 19.1 On each occasion in which the Lessee omits, fails or neglects to do or effect anything which the Lessee has covenanted under this Agreement to do or effect, then the Lessor may but shall not be obliged to (and without any prejudice to any rights powers and remedies of the Lessor) do or effect such thing by itself or through the Lessor's Personnel, as if the Lessor was the Lessee and for that purpose the Lessor's Personnel may enter upon the whole or any part of the Demised

Premises and remain thereon for the purpose of doing or effecting any such thing and the Lessor may recover from the Lessee all costs, charges and expenses incurred by the Lessor in connection therewith.

19.2 Notwithstanding Clause 19.1, in the event that the Lessee fails to perform any obligation under any Clause and the Lessor has sent a letter of notice to the Lessee ordering him to perform its obligations within a specified period of time and the Lessee does not perform such obligations fully within such period, then the Lessor shall have the right to terminate this Agreement at its sole discretion and to claim from the Lessee all losses and damages incurred directly and indirectly therefrom.

Chapter 7. Easements

Clause 20. 20.1 In pursuance of this Agreement and in consideration of the grant contained in this Agreement, the Lessor hereby grants to the Lessee the following rights:

- (a) right of way at all times to pass and repass over and along the existing roads and driveways and/or any future roads and driveways ("Other Roads") constructed on the parcels of land at Yangon Division, Thilawa Port Area plots No. 20 & 21 and the parcel of land of 26 acres adjoining Thilawa Port Area plots No. 21 and 22 (collectively, the "Land") for the purpose of allowing access for all purposes by the Lessee, its officers, employees, agents, contractors, workmen, invitees and licensees to the Demised Premises; and
- (b) to the free and uninterrupted passage and running of supply of electricity, water, gas, sewerage services and telecommunication lines from and to the Demised Premises through the sewers, drains, watercourses, cables, pipes and wires that are now or hereafter, and at all times be laid in, under or passing through the Land with the right for the Lessor, its employees, agents, contractors and workmen to enter the Land for the purpose of repairing, cleaning, maintaining or renewing such sewers, drains, watercourses, cables, pipes and wires, doing none or as little damage as possible to the Land.

20.2 The Lessee shall, at the Lessor's request and from time to time, contribute such sum(s) of money to be mutually agreed upon by the Parties towards the cost and expense of maintenance of the Other Roads, taking into account the extent of use of the access roads by the Lessee, its officers, employees, agents, contractors, workmen, invitees and licensees.

20.3 The construction of sewers, drains, watercourses, cables, pipes and wires by the Lessee pursuant to Clause 20.1 shall be at the cost and expense of the Lessee and subject to the Lessor's prior written consent that will not be unreasonably withheld or delayed.

Chapter 8. Termination

Clause 21. **21.1** The Parties may by mutual consent terminate this Agreement provided that both Parties jointly submit an application for the termination of this Agreement to the MIC in accordance with the Republic of the Union of Myanmar Foreign Investment Law and such consent is given.

21.2 Either Party may, by written notice to the other Party, terminate this Agreement with immediate effect for any of the following reasons:

- (a) material breach of condition of this Agreement by the other Party without rectification within 30 (thirty) days from the written notification of the non-defaulting Party;
- (b) force majeure persisting for more than 6 (six) months after the occurrence thereof;
- (c) incapability of implementing the original aims and objects of the Lessee; or
- (d) a compulsory land acquisition of the Demised Premises or any part thereof or a change of the category of land use of the Demised Premises, by any competent authority which affects the operation of the Lessee;

21.3 The Lessor may, by giving six (6) month prior written notice to the Lessee, terminate this Agreement.

21.4 On termination of the Agreement, the Lessee agrees to pay to the Lessor all arrears of Land Rent, Fees and all other sums owing and payable under this Agreement, and to stop

operations immediately and remove all Lessee's Properties mentioned in Chapter 6 from the Demised Premises within 30 (thirty) days from the date of termination and return the Demised Premises to the Lessor in good condition, wear and tear excepted. If the Lessee fails to do so, the Lessee agrees to pay the Lessor daily damages calculated as follows until the Lessee shall have duly completed such removal and return:-

[Land Rent per year at the time of the termination x 20

365]

The Lessee shall bear all related cost of removal of the Lessee's Properties.

21.5 If the Lessee fails to remove such Lessee's Properties or cannot finish the removal, the Lessee shall permit the Lessor to remove such Lessee's Properties and the Lessee shall bear all expenses and damages as mentioned in Clause 21.4 and Land Rent and Fees until the day which is deemed by the Lessor as the day of complete removal.

Chapter 9. Notice

Clause 22. Any notice or other communication required to be given or sent hereunder shall be in English and be left or sent by prepaid registered post (airmail, if overseas) or electronic mail or facsimile transmission or international courier to the Party concerned at its address given underneath describing the names and addresses or such address as the Party concerned shall have notified in concurrence with this Clause to the other Party.

Lessor : Name : Wilmar Myanmar Port Terminals (Thilawa) Limited

Address : Plot No. 20 & 21, Thilawa Port Development Zone, Kyauktan
Township, Yangon, Myanmar

Email : legal@wilmar.com.sg

Fax No. : []

Lessee : Name : Wilmar Myanmar Logistics Limited

Address : Plot No. 20 & 21, Thilawa Port Development Zone, Kyauktan
Township, Yangon, Myanmar

Email : []

Fax No. : []

Chapter 10. Governing Law

Clause 23. This Agreement shall be governed by and construed under the Laws of the Republic of the Union of Myanmar.

Chapter 11. Arbitration

Clause 24. 24.1 The Parties shall use their best efforts to promptly and adequately resolve any dispute or controversy or difference which arises between them touching any matter or thing herein contained or the operation or construction thereof or any matter or thing in any way connected with this Agreement or the rights, interests, duties, obligations or liabilities of any Party under or in connection with this Agreement, through amicable consultations, conciliation, mediation or other agreed upon means.

24.2 Any dispute or controversy or difference referred to in Clause 24.1 which may arise between the Parties and remains unresolved may be referred to and determined by a single arbitrator. Such arbitrator shall be appointed by agreement between the Parties or (in default of such agreement within thirty (30) days) at the request of either the Lessor or the Lessee by the Chief Justice of the High Court having jurisdiction over the Region of Yangon. ~~Chairman for the time being, of the Singapore International Arbitration Centre.~~ The arbitration shall be held in Yangon, Myanmar ~~Singapore~~ and proceed under the provisions of the UNCITRAL Arbitration Rules Myanmar Arbitration Law (2016) and any modification thereof. The process shall be conducted in the English language.

24.3 The decision of the arbitrator shall be final and binding on the Parties.

Chapter 12. Force Majeure

Clause 25. 25.1 If either Party is temporarily rendered unable wholly or partly by Force Majeure to perform its duties or accept the performance by the other Party under this Agreement, it is agreed that the affected Party shall give notice to the other Party within 14 (fourteen) days after the occurrence of the cause relied upon, giving full particulars in writing of such Force Majeure. The duties of such Party as are effected by such Force Majeure shall, with the approval of the other Party, be suspended during the continuance of the disability so caused, as far as possible, be removed with all reasonable dispatch, Neither Party shall be responsible for delay damage or loss caused by Force Majeure.

25.2 The term, Force Majeure shall mean Act of Gods, wars, strikes, lock out industrial disturbances, explosions, earthquakes, flood, tsunamis, typhoons, fires, storm or other causes similar to kind herein enumerated which are beyond the control of either Party and which by exercise of due care and diligence, either Party is unable to overcome.

Chapter 13. Mineral Resources and Treasures

Clause 26. Mineral resources, treasure, gems and other natural resources discovered unexpectedly from, in or under the Demised Premises during the Lease Period of this Agreement shall be the property of the Government of the Republic of the Union of Myanmar and the Government of the Republic of the Union of Myanmar shall be at liberty to excavate the aforesaid at any time.

Chapter 14. Protection of Environment

Clause 27. The Lessee shall be responsible for the protection and preservation of the environment in and around the Demised Premises, and shall be able to control pollution of air, water and land and not to cause any environmental degradation. The Lessee shall also take necessary measures in order to make environmental protection such as installation of the waste water treatment plant and other treatment procedures to keep the Demised Premises environmentally friendly.

Chapter 15. Modification of Agreement

Clause 28. In the event that any situation or condition arises due to circumstances not envisaged in this Agreement and that it warrants amendments to this Agreement, the Parties hereto shall make necessary negotiations with a view to making such necessary amendments.

Chapter 16. Retransfer of the Demised Premises

Clause 29. 29.1 The Lessee shall, within 30 (thirty) days from the end of the Lease Period, transfer the Demised Premises to Lessor in good condition, ground damages having been refilled or repaired.

29.2 The Lessee shall have the right to be in possession and ownership of all movable properties which shall be removed at its own costs and/or disposed of within the 30 (thirty) day period mentioned in Clause 29.1, but this shall not affecting the Lessor's right to claim for the Land Rent and Fees up to the date of actual complete evacuation if it extends beyond the said 30 (thirty) day period and for all losses and damages caused to the Demised Premises by Lessee arising from such removal and/or disposal.

29.3 Notwithstanding the above Clause 29.1, a new agreement for further period may be negotiated and agreed upon between the Parties before the expiry of the Lease Period upon the request of the Lessee.

Chapter 17. Condition Precedent

Clause 30. This Agreement shall become valid upon signing by the Parties hereof but shall become effective only upon receipt of the approval from the MIC (the “Effective Date of this Agreement”).

This Agreement is made in triplicate having the same contents. Both Parties have read and thoroughly understood this document and hereunto affix their signatures. Each Party shall keep one copy and the remaining one will be submitted for registration.

Chapter 18. Invalidity

Clause 31. In the event that any provision of this Agreement is deemed invalid, unlawful or unenforceable under any applicable law, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or impaired and this Agreement shall be construed as if such invalid, unlawful or unenforceable provision had never been contained in this Agreement.

The Lessor:

On and behalf of

Wilmar Myanmar Port Terminals (Thilawa) Limited

[]

Director

In the presence of :

Name :

Title :

The Lessee:

On the behalf of

Wilmar Myanmar Logistics Limited

[]

Director

In the presence
of :

Name :

Title :

Annex XV

Projected Utility Consumption Fuel, Electricity and Water

Annex XIV
Projected Utility Consumption of Fuel, Electricity and Water

Quantity	UOM	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Electricity	KWH	960,000	960,000	960,000	960,000	1,920,000	1,920,000	1,920,000	1,920,000
Water	M3	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250
Fuel - Diesel	Litres	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000

Unit Price	Currency	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Electricity	USD	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Water	USD	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Fuel - Diesel	USD	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60

Amount in USD	Currency	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Electricity	USD	96,000.00	96,000.00	96,000.00	96,000.00	192,000.00	192,000.00	192,000.00	192,000.00
Water	USD	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00
Fuel - Diesel	USD	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00

**Fuel - Diesel is mainly used for backup generator for electricity.

Annex XIV
Projected Utility Consumption of Fuel, Electricity and Water

Quantity	UOM	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16
Electricity	KWH	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000
Water	M3	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250
Fuel - Diesel	Litres	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000

Unit Price	Currency	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16
Electricity	USD	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Water	USD	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Fuel - Diesel	USD	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60

Amount in USD	Currency	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16
Electricity	USD	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00
Water	USD	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00
Fuel - Diesel	USD	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00

**Fuel - Diesel is mainly used for backup generator for electricity.

Annex XIV
Projected Utility Consumption of Fuel, Electricity and Water

Quantity	UOM	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24
Electricity	KWH	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000
Water	M3	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250
Fuel - Diesel	Litres	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000

Unit Price	Currency	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24
Electricity	USD	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Water	USD	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Fuel - Diesel	USD	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60

Amount in USD	Currency	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24
Electricity	USD	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00
Water	USD	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00
Fuel - Diesel	USD	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00

**Fuel - Diesel is mainly used for backup generator for electricity.

Annex XIV
Projected Utility Consumption of Fuel, Electricity and Water

Quantity	UOM	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Year 31	Year 32
Electricity	KWH	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000
Water	M3	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250
Fuel - Diesel	Litres	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000

Unit Price	Currency	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Year 31	Year 32
Electricity	USD	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Water	USD	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Fuel - Diesel	USD	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60

Amount in USD	Currency	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Year 31	Year 32
Electricity	USD	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00
Water	USD	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00
Fuel - Diesel	USD	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00

**Fuel - Diesel is mainly used for backup generator for electricity.

Annex XIV
Projected Utility Consumption of Fuel, Electricity and Water

Quantity	UOM	Year 33	Year 34	Year 35	Year 36	Year 37	Year 38	Year 39	Year 40
Electricity	KWH	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000
Water	M3	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250
Fuel - Diesel	Litres	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000

Unit Price	Currency	Year 33	Year 34	Year 35	Year 36	Year 37	Year 38	Year 39	Year 40
Electricity	USD	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Water	USD	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Fuel - Diesel	USD	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60

Amount in USD	Currency	Year 33	Year 34	Year 35	Year 36	Year 37	Year 38	Year 39	Year 40
Electricity	USD	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00
Water	USD	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00
Fuel - Diesel	USD	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00

**Fuel - Diesel is mainly used for backup generator for electricity.

Annex XIV
Projected Utility Consumption of Fuel, Electricity and Water

Quantity	UOM	Year 41	Year 42	Year 43	Year 44	Year 45	Year 46	Year 47	Year 48
Electricity	KWH	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000	1,920,000
Water	M3	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250
Fuel - Diesel	Litres	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000

Unit Price	Currency	Year 41	Year 42	Year 43	Year 44	Year 45	Year 46	Year 47	Year 48
Electricity	USD	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Water	USD	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Fuel - Diesel	USD	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60

Amount in USD	Currency	Year 41	Year 42	Year 43	Year 44	Year 45	Year 46	Year 47	Year 48
Electricity	USD	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00	192,000.00
Water	USD	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00
Fuel - Diesel	USD	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00

**Fuel - Diesel is mainly used for backup generator for electricity.

Annex XIV
Projected Utility Consumption of Fuel, Electricity and Water

Quantity	UOM	Year 49	Year 50						
Electricity	KWH	1,920,000	1,920,000						
Water	M3	2,250	2,250						
Fuel - Diesel	Litres	50,000	50,000						

Unit Price	Currency	Year 49	Year 50						
Electricity	USD	0.10	0.10						
Water	USD	3.00	3.00						
Fuel - Diesel	USD	0.60	0.60						

Amount in USD	Currency	Year 49	Year 50						
Electricity	USD	192,000.00	192,000.00						
Water	USD	6,750.00	6,750.00						
Fuel - Diesel	USD	30,000.00	30,000.00						

**Fuel - Diesel is mainly used for backup generator for electricity.

Annex XVI

List of Local and Expatriate Personnel

TOTAL Staff Costs in Kyat

LOCAL

@ Exch. RATE 1,370

S/N	Role	G&A Staff	Manufacturing Staff	Total Staff	Monthly Salary in Kyat	Monthly SSB Contribution per Staff in Kyat	Monthly Total in Kyat	Annual Salary in Kyat
1	General Manager	-	-	-	8,220,000	9,000	-	-
2	Deputy General Manager	-	-	-	5,480,000	9,000	-	-
3	Manager	1	-	1	2,055,000	9,000	2,064,000	24,768,000
4	Assistant Manager	-	1	1	1,370,000	9,000	1,379,000	16,548,000
5	Staff (G-I)	1	4	5	685,000	9,000	3,470,000	41,640,000
6	Staff (G-II)	-	4	4	548,000	9,000	2,228,000	26,736,000
7	Staff (G-III)	-	8	8	411,000	9,000	3,360,000	40,320,000
8	Driver	-	1	1	301,400	6,000	307,400	3,688,800
9	Security	-	4	4	301,400	6,000	1,229,600	14,755,200
10	Cleaner	-	4	4	164,400	2,000	665,600	7,987,200
Total		2	26	28			14,703,600	176,443,200

Category	Annual Salary	Annual SSB	Total
Staff - G&A	32,880,000	216,000	33,096,000
Staff - Manufacturing	141,055,200	2,292,000	143,347,200
Total	173,935,200	2,508,000	176,443,200

Annex XVII

Social & Welfare Plan

TO:

The Chairman

Myanmar Investment Commission

Office Building No. 32, Naypyidaw

The Republic of the Union of Myanmar

Wilmar Myanmar Logistics Limited

Social & Welfare Plan

Plan for a pleasant working environment and provision of social welfare for workers of Wilmar Myanmar Logistics Limited ("Company") located at Plot 20 & 21, Thilawa Port Development Zone, Kyauktan Township, Yangon, Myanmar.

Objective To create a safe and pleasant working environment and provision of social welfare for the workers of the Company ("Workers").

Planning Planning shall be in two parts:

- (i) creating a safe and pleasant working environment; and
- (ii) provision of social welfare for the Workers.

1. Planning to create a safe and pleasant working environment as follows:-

- (a) to ensure adequate fresh air-ventilation of work places through the installation of adequate number of windows, exhaust fans and air-conditioners;
- (b) to provide and maintain clean and hygienic separate toilets for male and female Workers. To provide daily sanitation for the toilets;
- (c) to have an effective pest control programme;
- (d) to set out clear working procedures/rules;
- (e) to respect contributions of Workers and recognise their contribution to the Company;

- (f) to promote understanding and collaboration amongst the Workers so as to enable them to complete their jobs effectively and efficiently;
- (g) to give Workers the chance to raise creative ideas for the development of the Company;
- (h) to respect the differences of personal characteristics or identities between Workers; and
- (i) to understand the expectations of Workers and the reasons they choose to work in the Company.

2. Planning to provide for Social Welfare for Workers as follows:-

- (a) to provide first aid kits and facilities;
- (b) to provide Workers with access to qualified health care;
- (c) to provide safe drinking water;
- (d) to provide prompt access to medical facilities for Workers injured in the course of their work in accordance with applicable labour regulations of the Republic of the Union of Myanmar; and
- (e) to engage Workers on employment contracts that comply with the prevailing laws of the Republic of the Union of Myanmar, such as the minimum wages, over-time charges, social insurance etc. for Workers and gazetted holidays according to the Myanmar Official Calendar, as laid down by the relevant Myanmar authorities.

[..]

Director, Wilmar Myanmar Logistics Limited

Date:

Annex XVIII

Evaluation of Environment and Social Impacts

WILMAR INVESTMENT HOLDINGS PTE. LTD.

(Singapore Company No: 201221334H)

56, Neil Road, Singapore 088830

To:

Chairman

Myanmar Investment Commission

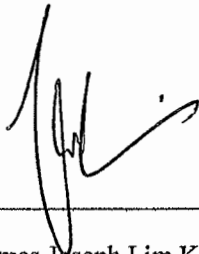
Date:

Subject: Submission of Environmental and Social Impact Assessment Report for Construction and Operation of Flour Processing Factory in Thilawa Port Plots No. (20 & 21) & Triangle Land Between Plots 21 & 22

We, Wilmar Investment Holdings Pte. Ltd. , is currently preparing the Environmental and Social Impact Assessment (ESIA) for the Construction and Operation of Flour Processing Factory in Thilawa Port Plots No. (20 & 21) & Triangle Land Between Plots 21 & 22 through a consultant team, Nippon Koei Co., Ltd. associated with Myanmar Koei International Co., Ltd. (MKI) to obtain company incorporation certificate from DICA.

As a part of actions for MIC application process, we would like to submit the ESIA Report to DICA.

Yours faithfully,



Mr. Thomas Joseph Lim Kim Guan (Lin Qinyuan)

Promoter

Wilmar Investment Holdings Pte. Ltd.

Attachment:

- Cover letter for submission of ESIA Part I, Part II Resettlement Plan, Part III Volume 1 Resettlement Action Plan and Part III Volume 2 Corrective Action Plan of “the Construction of A Modern Multi-Purpose International Wharf and Integrated Agriculture Processing Facilities and Associated Utility Building at Thilawa Port Area Plot No. (20 & 21) and Triangle Land Between Plot (21 & 22)”
- Summary of ESIA Report for I Construction and Operation of Flour Processing Factory in Thilawa Port Plots No. (20 & 21) & Triangle Land Between Plots 21 & 22 in English
- Summary of ESIA Report for I Construction and Operation of Flour Processing Factory in Thilawa Port Plots No. (20 & 21) & Triangle Land Between Plots 21 & 22 in Myanmar

Cc: 1) Director General, Environmental Conservation Department of Ministry of Natural Resources and Environmental Conservation (MONREC), Naypyitaw

2) Director, Environmental Conservation Department of MONREC, Yangon

**BUSINESS
ON
CONSTRUCTION AND OPERATION OF FLOUR
PROCESSING FACTORY IN
THILAWA PORT PLOTS NO. (20 & 21) &
TRIANGLE LAND BETWEEN PLOTS 21 & 22**

**ENVIRONMENTAL AND SOCIAL IMPACT
ASSESSMENT REPORT
(FOR MIC APPLICATION)**

August 2016

Wilmar Investment Holdings Pte. Ltd.,

သီလဝါဆိပ်ကမ်း အကွက်အမှတ် (၂၀ နှင့် ၂၁) နှင့် အကွက်အမှတ်
၂၁ နှင့် ၂၂ အကြား သုံးပွင့်ဆိုင် မြေနေရာ၌ ဂျုံမျှန် ထုတ်လုပ်သည့်စက်ရုံ
တည်ဆောက်ခြင်း နှင့် လုပ်ငန်းလည်ပတ်ခြင်း

ပတ်ဝန်းကျင်နှင့်လူမှုဝန်းကျင်ဆိုင်ရာထိခိုက်မှု ဆန်းစစ်ခြင်းအစီရင်ခံစာ
(မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ လျှောက်ထားခြင်း)

ဩဂုတ်လ၊ ၂၀၁၆ ခုနှစ်
ဝယ်လ်မာရင်းနှီးမြှုပ်နှံမှုဦးပိုင်ပုဂ္ဂလိကလီမိတက်
(Wilmar Investment Holdings Pte. Ltd.)

အကျဉ်းချုပ်

၁. နိဒါန်း

၁.၁ စီမံကိန်းအကျဉ်း

စီမံကိန်းခေါင်းစဉ် - သီလဝါဆိပ်ကမ်း အကွက်အမှတ် (၂၀ နှင့် ၂၁) နှင့် အကွက်အမှတ် ၂၁ နှင့် ၂၂ အကြား
သုံးပွင့်ဆိုင် မြေနေရာ၌ ဂျုံမှုန့်ထုတ်လုပ်သည့်စက်ရုံလုပ်ငန်း

စီမံကိန်းပိုင်ရှင် - ဝယ်လ်မာရင်းနှီးမြှုပ်နှံမှု ဦးပိုင်ပုဂ္ဂလိကလီမိတက် ၊ စင်ကာပူ။

လိပ်စာ - အမှတ်(၅၆)၊ နီးလ်လမ်းမကြီး ၊ စင်ကာပူ၊ စာတိုက်လိပ်စာ ၀၈၈၈၃၀။

၁.၂ စီမံကိန်းတည်နေရာ

အဆိုပါစီမံကိန်းသည် သီလဝါဆိပ်ကမ်းအကွက်အမှတ်(၂၀ နှင့် ၂၁) နှင့် အကွက်အမှတ် ၂၁ နှင့် ၂၂
အကြားသုံးပွင့်ဆိုင် မြေနေရာ၊ ကျောက်တန်းမြို့နယ်(ရန်ကုန်တိုင်း) နှင့် ရန်ကုန်မြစ်၏ အရှေ့ဘက်ကမ်း
တစ်လျှောက်တွင် တည်ရှိပါသည်။ အဆိုပါစီမံကိန်းဧရိယာသည် စုစုပေါင်း ၄၀.၅၂ ဟက်တာတွင် ၂.၉၉
ဟက်တာ(၇.၄၈၈)ပါဝင်ပြီး၊ အကွက်အမှတ် ၂၀ နှင့် ၂၁ တွင် ၃၀ ဟက်တာ နှင့် အကွက်အမှတ် ၂၁ နှင့် ၂၂
အကြားသုံးပွင့်ဆိုင် မြေနေရာ၌ ၁၀.၅၂ ဟက်တာ ဖွဲ့စည်းပါဝင်ပါသည်။

၁.၃ စီမံကိန်းဖော်ပြချက်

အဆိုပါစီမံကိန်းတွင် စက်ရုံတစ်ခုနှင့် ဂျုံမှုန့် ထုတ်လုပ်ခြင်း နှင့် ဆက်စပ်သည့် အဆောက်အဦများကို
ဆောက်လုပ် ရန် စီစဉ်ထားပါသည်။ နောက်ထပ်ချဲ့ထွင်ထားသော ဂျုံမှုန့် ထုတ်လုပ်သည့် စက်မှာ တစ်နေ့လျှင်
၂၀၀၀ (MTPD) မက်ထရစ်တန်ချိန်အထိ ထုတ်လုပ်မှု စွမ်းရည် ရရှိနိုင်အောင်ပုံစံထုတ်ထားပါသည်။
ထိုသို့ထုတ်လုပ်ရာတွင် အမျိုးအစားမတူညီသော ဂျုံ နှင့် ဖွဲနုများကို ထုတ်လုပ်ရန် ဂျုံစေ့များကို
ကုန်ကြမ်းအဖြစ် အသုံးပြုပါမည်။ အဆိုပါစက်ရုံတွင် ကုန်ကြမ်းသိုလှောင်မှု အဆောက်အဦများ (ဥပမာ-
ဆိုင်လိုများ) ၊ ကြိတ်ခွဲစက်များ၊ ဂျုံ နှင့် ဖွဲနုသိုလှောင်ရုံ နှင့် ထုတ်ကုန်၏ အရည်အသွေးကို အကဲ
ဖြတ်ရန်အတွက် စက်ပစ္စည်းများကို အသုံးပြုသော ဓာတ်ခွဲခန်းတစ်ခုပါဝင်ပါမည်။

၂. ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်း

၂.၁ နောက်ခံအကြောင်းအရာ

ဒီဇင်ဘာလ၊ ၂၀၁၃ ခုနှစ်တွင် စီမံကိန်းအဆိုပြုသူ (ဝယ်လ်မာရင်းနှီးမြှုပ်နှံမှု ဦးပိုင်လီမိတက်) သည်
ခေတ်သစ်ဘက်စုံသုံးအပြည်ပြည်ဆိုင်ရာ ဆိပ်ခံတံတားဖွံ့ဖြိုးတိုးတက်ရေးတွင် အခြေခံအဆောက်အဦများ

ဆောက်လုပ်ရန်အတွက် ပတ်ဝန်းကျင်နှင့် လူမှုရေးသက်ရောက်မှု အကဲဖြတ်ခြင်း (ESIA) အစီရင်ခံစာကို တင်သွင်းခဲ့ ပြီးဖြစ်ပါသည်။ ထို့အပြင် ပြန်လည်နေရာချထားရေး လှုပ်ရှားမှုအစီအစဉ် (RAP) ကိုလည်း ပြင်ဆင်ခဲ့ပြီး၊ စီမံကိန်းအဆိုပြုသူမှ တင်သွင်းခဲ့ပါသည်။ ၂၀၁၆ ခုနှစ်၊ ဩဂုတ်လ အကုန်ပိုင်းတွင် စီမံကိန်းဧရိယာထဲတွင် နေထိုင်ခဲ့သော ရွာသားများအားလုံးသည် ပြန်လည်နေရာချထားရေး လုပ်ငန်း အစီအစဉ် (RAP) နှင့် အညီ ချထားပေးသောနေရာသစ်များသို့ ပြောင်းရွှေ့ ခဲ့ပါသည်။ ၎င်းနှင့်ပတ်သက်၍ယခု ပတ်ဝန်းကျင်နှင့် လူမှုဝန်းကျင်ဆိုင်ရာထိခိုက်မှုဆန်းစစ်ခြင်း (ESIA) သည်ဂျူမုန့်ထုတ်လုပ်သည့် စက်ရုံ၏ဆောက်လုပ်ရေးကာလနှင့်လုပ်ငန်းလည်ပတ်သောကာလများတွင် သက်ရောက်နိုင်ချေရှိသော ပတ်ဝန်းကျင်နှင့် လူမှုရေးဝန်းကျင်ဆိုင်ရာသက်ရောက်မှုများကို ဆန်းစစ်၍ မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်သို့ လျှောက်ထား ရန်ရည်ရွယ်ပါသည်။

၂.၂ ပတ်ဝန်းကျင်နှင့် လူမှုဝန်းကျင်ဆိုင်ရာ ထိခိုက်မှုဆန်းစစ်ခြင်း အဖွဲ့အစည်း

ပတ်ဝန်းကျင်နှင့် လူမှုဝန်းကျင်ဆိုင်ရာ ထိခိုက်မှုဆန်းစစ်ခြင်း အကောင်အထည်ဖော်ရေး တာဝန်ခံ အဖွဲ့အစည်းမှာ - နီပွန်နိုအဲ ကုမ္ပဏီလီမိတက်ဖြစ်ပါသည်။ ပတ်ဝန်းကျင်နှင့် လူမှုဝန်းကျင်ဆိုင်ရာ ထိခိုက်မှုဆန်းစစ်ခြင်းအဖွဲ့ဝင်များစာရင်းအား ဇယား(၁) တွင်ဖော်ပြထားသည်။

ဇယား(၁)- ပတ်ဝန်းကျင်နှင့် လူမှုဝန်းကျင်ဆိုင်ရာ ထိခိုက်မှုဆန်းစစ်ခြင်းအဖွဲ့ဝင်များစာရင်း

အဖွဲ့အစည်း၏အမည်	အမည်	ရာထူး	ပညာအရည်အချင်း	လုပ်ငန်းအတွေ့အကြုံ
နီပွန်နိုအဲ ကုမ္ပဏီ လီမိတက် / မြန်မာ နိုအဲ အပြည်ပြည်ဆိုင်ရာ လီမိတက်	Mr. Shunsuke Hieda	အဖွဲ့ခေါင်းဆောင်	- Professional Engineer Japan (Environmental Assessment and Management for Construction) - Professional Engineer Japan (Comprehensive Technical Management) - M. Eng. (Global Architecture) - B. Eng. (Naval Architecture and Ocean Engineering)	၁၆နှစ်
	Mr. Atsushi Minami	ပတ်ဝန်းကျင်နှင့်လူမှု ဝန်းကျင်ဆိုင်ရာ ထိခိုက်မှုလေ့လာ ဆန်းစစ်ခြင်းပညာရှင်	- Manager of Water Pollution Control - M.Sc. (Human Environment) - B.Sc. (Human Environment)	၁၀နှစ်
နီပွန်နိုအဲ ဗီယက်နမ် အပြည်ပြည်ဆိုင်ရာ ကုမ္ပဏီလီမိတက်	Mr. Bui Xuan Tung	ပတ်ဝန်းကျင်ညစ်ညမ်း မှုထိန်းချုပ်ခြင်းပညာရှင်	- Ph.D. (Environmental Science & Engineering) - M.Sc. (Environmental Science & Engineering) - B.Sc. (Chemistry)	၁၁နှစ်

၂.၃ ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းအချိန်ကာလ

ပတ်ဝန်းကျင်နှင့်လူမှုဝန်းကျင်ဆိုင်ရာထိခိုက်မှုဆန်းစစ်ခြင်း လုပ်ငန်းများ အတွက်အချိန်ဇယားကို ဇယား (၂) တွင် ဖော်ပြထားပါသည်။

ဇယား (၂)- ပတ်ဝန်းကျင်နှင့်လူမှုဝန်းကျင်ဆိုင်ရာထိခိုက်မှုဆန်းစစ်ခြင်းအချိန်ဇယား

အကြောင်းအရာ		အချိန်ဇယား											
		၂၀၁၆											
		ဖေဖေ ဖတ် ရီ	မတ်	ဧပြီ	မေ	ဇွန်	ဇူလိုင်	ဩဂုတ်					
ESIA လေ့လာချက်													
၁	ကွင်းဆင်းလေ့လာခြင်း												
	က ကွင်းဆင်းလေ့လာခြင်း												
၂	ပတ်ဝန်းကျင်နှင့်လူမှုဝန်းကျင်ဆိုင်ရာအကြောင်းအရာများကိုအမျိုးအစားသတ်မှတ်ခြင်းနှင့် ပတ်ဝန်းကျင်ဆိုင်ရာ ဒီဇိုင်း												
	က ပတ်ဝန်းကျင်နှင့်လူမှုဝန်းကျင်ဆိုင်ရာ အကြောင်းအရာများကိုခွဲထုတ်သတ်မှတ်ခြင်း												
	ခ သဘာဝပတ်ဝန်းကျင်ဆိုင်ရာစံ သတ်မှတ်ချက်များကိုကျင့်သုံးရန်ချမှတ်ခြင်း												
၃	သတင်းအချက်အလက်များ စုဆောင်းခြင်း												
	က သက်ဆိုင်အဖွဲ့အစည်းများမှ သတင်းအချက်အလက်များ ကို ပြန်လည်ဆန်းစစ်ခြင်းနှင့် အကျဉ်းချုပ်ခြင်း												
၄	ဆိုးကျိုးသက်ရောက်မှုများကို အကဲဖြတ်ခြင်း												
	က ဆိုးကျိုးသက်ရောက်မှုများကို အကဲဖြတ်ခြင်း												
၅	အစီရင်ခံစာပြင်ဆင်ခြင်း												
	က MIC လျှောက်လွှာအစီရင်ခံစာ ပတ်ဝန်းကျင်နှင့်လူမှုဝန်းကျင်ဆိုင်ရာ ထိခိုက်မှုအကဲဖြတ်ခြင်း											▲	

မှတ်ချက် ▲ - လျှောက်လွှာတင်သွင်းခြင်း

၂.၄ ပတ်ဝန်းကျင်ဆိုင်ရာ ပျက်စီးဆုံးရှုံးမှုများအတွက် နစ်နာကြေးပေးရေးအစီအစဉ်

စီမံကိန်းအဆိုပြုသူသည် စက်ရုံ၏လက်ရှိအဆိုပြုထားသောလုပ်ငန်းများအားလုံး မှ စက်ရုံ၏ပတ်ဝန်းကျင်နှင့် လူနေရပ်ကွက်များသို့ မည်သည့်သက်ရောက်မှုမျှ ဖြစ်ပေါ်စေမည် မဟုတ်ကြောင်း တာဝန်ယူပါသည်။ အကယ်၍ပတ်ဝန်းကျင်ပျက်စီးဆုံးရှုံးမှုများ ဖြစ်ပေါ်လာခဲ့လျှင် ဝယ်လ်မာရင်းနှီးမြှုပ်နှံမှုဦးပိုင်လီမိတက်၏ အဆိုပါစီမံကိန်းကို တာဝန်ယူဆောင်ရွက်ပေးသောသက်ဆိုင်ရာ ကုမ္ပဏီခွဲသည် စီမံကိန်းကြောင့် ပျက်စီးဆုံးရှုံးမှုများကို နစ်နာကြေးပေးရန်နှင့် ပတ်ဝန်းကျင်အား နဂိုအခြေအနေအတိုင်း ပြန်လည်ရရှိစေရန် တာဝန်ရှိပါသည်။

၂.၅ ရေသန့်စင်မှုစနစ်

စီမံကိန်းဧရိယာအတွက် ရေပေးဝေရေးကို မြန်မာ့ဆိပ်ကမ်းအာဏာပိုင် (MPA) မှ တာဝန် ယူမည် ဖြစ်ပါသည်။ မြန်မာ့ဆိပ်ကမ်းအာဏာပိုင်၏အဆိုအရ သီလဝါဆည်မှရေများကို စီမံကိန်းဧရိယာ အတွက် ပို့လွှတ်ပေးပါမည်။ သို့ရာတွင် သန့်စင်ခြင်းမပြုရသေးသော ရေ (သို့မဟုတ်) သန့်စင်ပြီး သောရေ စသည်တို့မှ မည်သည့်ရေကို မြန်မာ့ဆိပ်ကမ်းအာဏာပိုင်ထံမှ လက်ခံရရှိမည်ကို လက်ရှိ အချိန်အထိ ရှင်းရှင်းလင်းလင်း မသိရသေးပါ။

အကယ်၍ သီလဝါဆည်မှသန့်စင်ခြင်း မပြုရသေးသောရေကို လက်ခံရရှိခဲ့လျှင် ရေသန့်စင်မှုစနစ် တစ်ခုကို စီမံကိန်းအဆိုပြုသူမှ တပ်ဆင်ပေးပါမည်။ သန့်စင်ပြီးသောရေများကို ဂျုံစက်ရုံ၏ လုပ်ငန်း စဉ်များနှင့် စက်ရုံအတွင်း သုံးစွဲရန် ထောက်ပံ့ပေးပါမည်။ စုစုပေါင်းရေအသုံးပြုမှု ပမာဏမှာ ကနဦး အဆင့်တွင် တန်(၅-၆)/တစ်ရက်နှင့်လုပ်ငန်းအပြည့်အဝလည်ပတ်နေချိန်တွင်တန်(၂၀)/တစ်ရက်အဖြစ်ခန့်မှန်းထားပါသည်။

၂.၆ ရေဆိုးသန့်စင်ခြင်းစနစ်

စီမံကိန်းလုပ်ငန်းလည်ပတ်နေစဉ်ကာလအတွင်း စက်ရုံမှရေဆိုးများနှင့် စက်ရုံပြုပြင်ထိန်းသိမ်းမှုအတွက် သန့်ရှင်းရေးလုပ်ငန်းများမှ ရေများကို စွန့်ထုတ်မည်ဖြစ်ပါသည်။ ၎င်းရေဆိုးများကိုရေနုတ်မြောင်းစနစ်ထဲသို့ မစွန့်ထုတ်မီ ရေဆိုးသန့်စင်မှုစနစ်ကို အသုံးပြုပြီးသန့်စင်မည်ဖြစ်ပါသည်။ စီမံကိန်း၏ လုပ်ငန်းအပြည့်အဝ လည်ပတ်ချိန်ကာလတွင် လုပ်သားများ၊ ဝန်ထမ်းများ၊ ယာယီလုပ်သားများ၊ စီမံကိန်း၏ ဝန်ဆောင်မှုဖြည့်ဆည်းပေးနေသူများအပါအဝင် စုစုပေါင်းဦးရေ (၁၀၀) ခန့်ရှိမည်ဖြစ်ပြီး ၎င်းတို့မှ အသုံးပြုပြီးသော ရေဆိုးများကို စွန့်ထုတ်မည်ဖြစ်ပါသည်။

၂.၇ စွန့်ပစ်ပစ္စည်းများ စီမံခန့်ခွဲမှုစနစ်

ဤစီမံကိန်းတွင် စက်ရုံနှင့် လုပ်ငန်းများက ထုတ်လွှတ်လိုက်သော အစိုင်အခဲစွန့်ပစ်ပစ္စည်း ပုံစံအမျိုးမျိုးရှိပါသည်။ ၎င်းတို့မှာ ဂျုံကြိတ်စက် နှင့် စက်ရုံအတွင်းလုပ်ငန်းများမှ ထွက်ရှိလာသော

ဖုန်မှုန့်များပါဝင်သည်။ အောက်ဖော်ပြပါဇယား (၃) တွင် လုပ်ငန်းတစ်ခုချင်းစီ၏ အစိုင်အခဲစွန့်ပစ်မှု ဖော်ပြချက်များနှင့် ၎င်း စွန့်ပစ်ပစ္စည်းများကို စီမံခန့်ခွဲခြင်းနှင့် သန့်စင်ခြင်းအတွက် အဆိုပြုထားပါသည်။

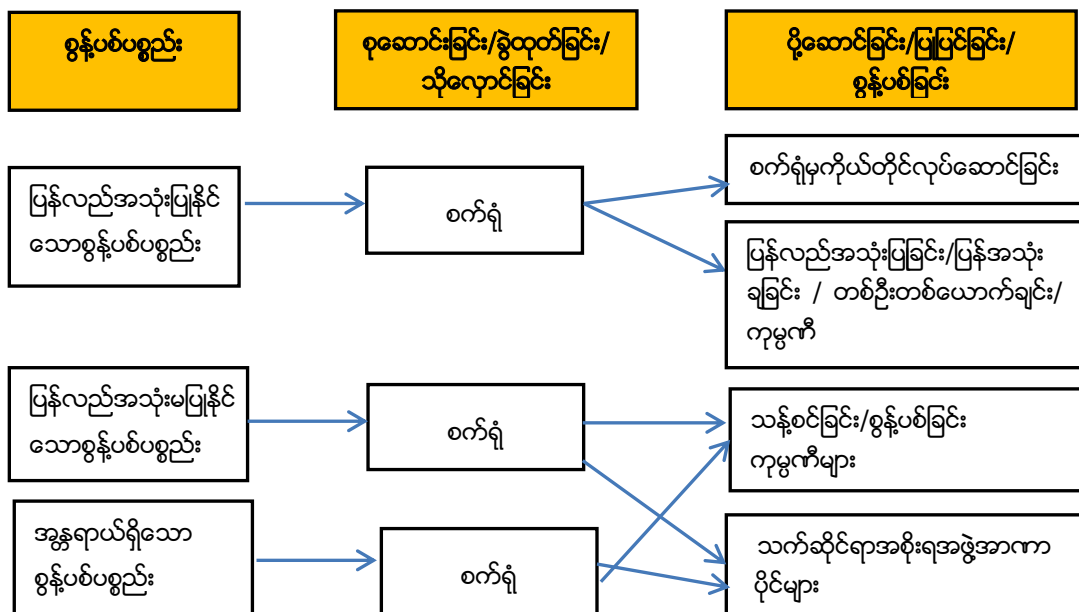
ဇယား(၃)-စီမံကိန်းအတွင်းအစိုင်အခဲစွန့်ပစ်မှု စီမံခန့်ခွဲခြင်းနှင့် သန့်စင်ခြင်း

စဉ်	လုပ်ငန်းများနှင့် အဆောက်အအုံများ	နည်းစနစ်	အစိုင်အခဲစွန့်ပစ်ပစ္စည်း ထုတ်လုပ်မှု	စီမံခန့်ခွဲမှု/သန့်စင်မှု နည်းလမ်း
၁	ဂျုံကြိတ်စက်	ဇကာတိုက်ခြင်း၊ခွဲထုတ်ခြင်း၊ လေမှုတ်ခြင်းနှင့် ဂျုံစပါးကိုအခွံခွါခြင်း	ကျောက်ခဲနှင့်တုတ်ချောင်းများ သံ၊သံမဏိနှင့်အမှုန်များ မုယောစပါး၊အုတ်ဂျုံ၊ပြောင်း	စက်ရုံတွင်စွန့်ပစ်ခြင်း ကြားလူထံသို့ရောင်းချခြင်း တိရစ္ဆာန်အစာအဖြစ်ရောင်းချခြင်း
		စက်ကိုအခြောက်သန့်ရှင်းမှု ပြုလုပ်ခြင်း	စက္ကူ၊ဂျုံမှုန့်များနှင့် အစ၊ ဖွဲနု	စွန့်ပစ်ခြင်း
		ထုပ်ပိုးခြင်း	အိတ်များ (PP, PE, စက္ကူ)	ပြန်လည်အသုံးပြုခြင်း(သို့) စွန့်ပစ်ခြင်း
		ပြန်လည်ထုပ်ပိုးခြင်း	အိတ်များ၊ ကတ်ထူဘူးများ	ပြန်လည်အသုံးပြုခြင်း(သို့) စွန့်ပစ်ခြင်း
၂	စက်ရုံရှိစားသောက်ဆိုင် (ရှိခွဲ၊လျှင်)	ချက်ပြုတ်ခြင်း၊ စားသောက်ခြင်း၊ သန့်ရှင်းရေးလုပ်ခြင်း	စွန့်ပစ်အသီးအရွက်များ၊ အသီးအနှံများ၊ စားကြွင်းစားကျန်များ	မြေဖျံခြင်း
			စားသောက်ကုန်ထုတ်ပိုးမှုမှ ထွက်သောပလတ်စတစ်နှင့် ရာဘာ	ပြန်လည်အသုံးပြုခြင်း(သို့) မီးရှို့ခြင်း
၃	ရေသန့်စင်ခြင်း (ရှိခွဲ၊လျှင်)	ရေစစ်ထုတ်ခြင်း၊ ပစ္စည်းများလဲလှယ်ခြင်း	အသုံးပြုပြီးသောရေစစ်များ	စွန့်ပစ်ခြင်း
၄	ရုံးခန်း	ပုံနှိပ်ခြင်း၊ အလုပ်လုပ်ခြင်း	စက္ကူ၊ ပုံနှိပ်မင်၊ ဘက်ထရီများ၊ ကွန်ပျူတာများ နှင့် လက်ကိုင်ဖုန်းများ	ပြန်လည်အသုံးပြုခြင်း(သို့) စွန့်ပစ်ခြင်း

ဤဇယားထဲတွင်ပါရှိသည့်စွန့်ပစ်ပစ္စည်းစာရင်းအပြင်ပစ္စည်းများ ကိုသယ်ဆောင်ခြင်း၊ တင်ခြင်း၊ ချခြင်း၊ ထုပ်ပိုးခြင်း ၊ ဖြည့်ချခြင်း၊ ကိုင်တွယ် ခြင်း နှင့် သိမ်းဆည်းခြင်းများလုပ်ဆောင်နေချိန်တွင် ယိုဖိတ်ခြင်းမှတစ်ဆင့် စွန့်ပစ်ပစ္စည်းများကို ဖြစ်ပေါ်စေနိုင်ပါသည်။ မည်သည့်အစိုင်အခဲပစ္စည်းများမဆိုမြေမျက်နှာပြင်ပေါ်တွင် ဖိတ်ကျလျှင် ဖုန်စုပ်စက်ဖြင့်စုပ်ခြင်း၊ ဂေါ်ပြားဖြင့်ကော်ခြင်း၊ လှည်းကျင်းခြင်း တို့ကိုပြုလုပ်ပြီး ၊ ၎င်းတို့ကိုပုံးများထဲတွင် ထားသို့၍ ပြန်လည်အသုံးပြုခြင်း သို့မဟုတ် စွန့်ပစ်ခြင်းတို့ကိုပြုလုပ်ရပါမည်။ ဆီဖိတ်စင်ထားသောမြေများကို ဝါဂွမ်းအထည် သို့မဟုတ် သဲများကိုအသုံးပြုစုပ်ယူ၍ စနစ်တကျစွန့်ပစ်ရပါမည်။ ရေထု နှင့် ရေနုတ်မြောင်းထဲသို့ ဖိတ်စင်ထားသောပစ္စည်းများ မရောက်ရှိအောင် တတ်နိုင်သမျှရှောင်ရှားကြရပါမည်။ နောက်ပိုင်းတွင် အသေးစိတ်ဆွေးနွေးထားသကဲ့သို့ ရေထုထဲသို့ဆီများ ယိုစိမ့် ခဲ့လျှင် အရေးပေါ်တုန့်ပြန်မှု အစီအစဉ်နှင့်အညီ လုပ်ဆောင်ရပါမည်။

ဇယား (၃) တွင် ဖော်ပြထားသကဲ့သို့ စီမံကိန်း၏လုပ်ငန်းများမှ ထုတ်လုပ်လိုက်သော အစိုင်အခဲ စွန့်ပစ်ပစ္စည်းများကို ကွဲပြားခြားနားသော နည်းလမ်းများဖြင့် သန့်စင်မည်ဖြစ်ပါသည်။

ပထမဦးစွာစီမံကိန်းအဆိုပြုသူသည် ထုတ်လုပ်နိုင်သောစွန့်ပစ်ပစ္စည်းအားလုံးကို စုဆောင်း၍ စနစ်တကျ အမျိုးအစား ခွဲခြားရပါမည်။ အမျိုးအစားမတူသော စွန့်ပစ်ပစ္စည်းများကို မတူညီသော ပုံးများထဲတွင် သိုလှောင်ထားရပါမည်။ စွန့်ပစ်ပစ္စည်းများ စွန့်ထုတ်မှုကို တတ်နိုင်သမျှ လျော့ချပြီး စက်ရုံအတွင်း ပြန်လည်အသုံးပြုရပါမည်။ ထို့အတူ စီမံကိန်း၏ လုပ်ငန်းများအတွက် စက်မှုဇုန်နှင့် စက်ရုံရှိ လူများ၏ စွန့်ပစ်ပစ္စည်းများကို စီမံခန့်ခွဲရန် အစိုင်အခဲစွန့်ပစ်ပစ္စည်းစီမံခန့်ခွဲမှုစနစ် တစ်ခုကို ပုံ (၁) တွင် ဖော်ပြထားပါသည်။



ပုံ-၁ စီမံကိန်းအတွက် အစိုင်အခဲစွန့်ပစ်ပစ္စည်း စီမံခန့်ခွဲမှုစနစ်

ပြန်လည်အသုံးပြုနိုင်သော စွန့်ပစ်ပစ္စည်းများအတွက် စက်ရုံများသည် ပြန်လည်အသုံးပြုရန်နှင့် စက်ရုံ များတွင် တတ်နိုင်သမျှ ပြန်လည်အသုံးပြုမည်ဖြစ်ပါသည်။ ပြန်လည်အသုံးပြုရသော စွန့်ပစ်ပစ္စည်းများ၏ ကျန်ရှိသော အစိတ်အပိုင်းကို ပြန်လည်၍ အသုံးပြုနိုင်သော တစ်ဦးတစ်ယောက်ချင်း (သို့မဟုတ်) ပြန်၍အသုံးပြုနိုင်သော ကုမ္ပဏီများသို့ ရောင်းချပါမည်။ ပြန်လည်အသုံးပြုနိုင်သော စွန့်ပစ်ပစ္စည်းများတွင် ဆီ၊ ပလတ်စတစ်၊ ရာဘာ၊ စက္ကူ၊ ကတ်ထုဘူးများ၊ သံ/ သံမဏိအမှုန်များနှင့် အရည် အသွေးမမီသော အစေ့များပါဝင်သည်။

စီမံကိန်း၏ ပိုင်ရှင်သည် ပြန်လည်အသုံးမပြုနိုင်သော စွန့်ပစ်ပစ္စည်းများ ကိုသန့်စင်ခြင်း၊ စွန့်ပစ်ခြင်း အတွက်သီးသန့် ခွင့်ပြုချက် ရရှိထားသော ကုမ္ပဏီများ (သို့မဟုတ်) နောက်ထပ် ပြုပြင်ခြင်း ၊ စွန့်ပစ်ခြင်း အတွက်သက်ဆိုင်ရာ အာဏာပိုင်များ (ဥပမာ - ရန်ကုန်မြို့တော်စည်ပင်သာယာရေး ကော်မတီ) သို့

ပို့ဆောင်ပါမည်။ ပြန်လည်အသုံးပြုနိုင်သော စွန့်ပစ်ပစ္စည်းများ ဖြစ်သည့် စားသောက်ကုန်နှင့် အော်ဂဲနစ် ပစ္စည်းများကို ဖို့မြေနေရာတွင် စွန့်ပစ်ပြီး အခြား ပြန်လည်အသုံးပြုနိုင်သော စွန့်ပစ်ပစ္စည်းများကို မီးရှို့ ဖျက်ဆီးနိုင်ပါသည်။

အန္တရာယ်ရှိသော စွန့်ပစ်ပစ္စည်းများ အတွက် စီမံကိန်း၏ ပိုင်ရှင်သည် သက်ဆိုင်ရာ အာဏာပိုင်များ ၏ လိုအပ်ချက် နှင့် အညီ လိုက်နာပါမည်။ ယခု လက်ရှိအချိန် အထိ အန္တရာယ်ရှိသော မည်သည့် ပစ္စည်းများကို မျှ စီမံကိန်း၏ ထုတ်လုပ်မှု၊ လုပ်ငန်းစဉ် များတွင် အသုံးမပြုပါ။ သို့သော် အခြား အန္တရာယ်ရှိသော စွန့်ပစ်ပစ္စည်းများ ဖြစ်သော ဘက်ထရီးများ၊ ကွန်ပျူတာများ၊ ပုံနှိပ်မင်၊ နှင့် လက်ကိုင်ဖုန်းများ ကို စုဆောင်း၍ သီးသန့် ခွင့်ပြုချက် ရရှိထားသော စွန့်ပစ်ပစ္စည်းသိမ်းဆည်း သည် အေဂျင်စီ များသို့ ပို့ ဆောင်ပါမည်။

၂.၈ ဓာတုပစ္စည်းများ သိုလှောင်မှုစနစ်

အဆိုပါ စီမံကိန်းသည် ၎င်း၏လုပ်ငန်း လည်ပတ်နေစဉ် ကာလအတွင်း အောက်ပါ ဓာတုပစ္စည်းများကို အသုံးပြု ခြင်း သို့မဟုတ် ကိုင်တွယ် နိုင်ပါသည်။

၁) ဂျုံ၏ ရသာတက်စေသည့် ဖြည့်စွက်သည့်ပစ္စည်းများ - စားသုံးနိုင်သော အစားစာတို့၏ ဗီတာမင် အင်ဇိုင်းနှင့် ဓါတ်သတ္တု။

ဓာတုပစ္စည်းများအား လုံးတွင် ၎င်းတို့၏ အသုံးပြုပုံ လိုအပ်ချက်များကို ဖော်ပြထားသော ဘေးအန္တရာယ် ကင်းရှင်းရေး အချက်အလက်စာရွက် (MSDS) ကို ပူးတွဲပေးရန် လိုအပ် ပါသည်။ ထို့အပြင် ဓာတုပစ္စည်းများကို စီမံကိန်း လုပ်ငန်းခွင် များသို့ ပို့ဆောင်ခြင်း၊ ပြန်လည် သယ်ယူခြင်း ကာလများတွင် စနစ်တကျ လက်ခံရယူခြင်း၊ ထုတ်ပိုးခြင်း၊ ဖြည့်ချခြင်း နှင့် ပြန်လည် ထုပ်ပိုးခြင်း များကို ဂရုတစိုက် လုပ်ဆောင်ပါမည်။ အဆိုပါ ပစ္စည်းများအား သတ်မှတ်ထားသော ကုန်လှောင်ရုံများနှင့် သိုလှောင်ရုံများတွင် သိမ်းဆည်းပါမည်။ ကုန်လှောင်ရုံများနှင့် သိုလှောင်ရုံများ ၏ သိုလှောင်မှု အတွက် သင့်လျော်သော အပူချိန် နှင့် စိုထိုင်းဆကို ထိန်းသိမ်းထားရန် အတွက် လေဝင်လေထွက် နှင့် လေအေးပေးစက် စနစ်များကို တပ်ဆင်ပါမည်။ ဓာတုပစ္စည်းများအား စနစ်တကျ တံဆိပ် ကပ်ထားပြီး ၎င်းတို့၏ အသုံးပြုမှုကို အလွယ်တကူ ရှာဖွေတွေ့ရှိနိုင်ရန် မှတ်တမ်းစာအုပ် တစ်အုပ်တွင် ရေးမှတ်ပါမည်။ ထို့အပြင် အရေးပေါ် အခြေအနေများအတွက် မီးငြိမ်းသတ်ရေး စနစ်များကို စီမံကိန်းနေရာတွင် တပ်ဆင်ထားပါမည်။ စီမံကိန်း အဆိုပြုသူသည် ဘေးပတ်ဝန်းကျင် နှင့် လုပ်သားများ ထံသို့ မည်သည့် ဓာတုပစ္စည်းများ၏ သက်ရောက်မှုမဆို မရောက်ရှိရန် လိုအပ်သော ထိန်းချုပ်မှုများကို အသုံးပြုသင့်ပါသည်။

၃. လူမှုရေးတာဝန်ယူခြင်း အစီအစဉ်

စီမံကိန်း အဆိုပြုသူသည် ဤစီမံကိန်း ၏ အသားတင် အမြတ် ၁ ရာခိုင်နှုန်းကို လူမှုရေး အသင်းအဖွဲ့များသို့ ထောက်ပံ့ ပေးမည့်ပုံမှန် အစီအစဉ်များ ရှိပါမည် ။ စီမံကိန်း အဆိုပြု အဖွဲ့အစည်း၏ ပရဟိတ အစီအစဉ်ကို

လုပ်ဆောင် နေသောအသင်းအဖွဲ့သည် တရုတ် ၊ စင်ကာပူ ၊ မလေးရှား ၊ အင်ဒိုနီးရှား နှင့် မြန်မာနိုင်ငံ ပတ်ဝန်းကျင်ရှိ လူမှုအသိုင်းအဝိုင်းများ နှင့် စိတ်ချယုံကြည်ရသောဆက်ဆံရေးကို တည်ဆောက်ထားပါသည်။

စီမံကိန်း အဆိုပြုသူသည် မြန်မာတွင် ပညာရေးနှင့် ကျန်းမာရေး စောင့်ရှောက်မှု အပေါ် အဓိက ကူညီပါမည်။ ၂၀၁၃ ခုနှစ် နိုဝင်ဘာလ တွင် စီမံကိန်း အဆိုပြုသူမှ မိတ္ထီလာ မြို့တွင် နွမ်းပါးသော ဝေဒနာ ရှင်များ အမြင်အာရုံပြန်လည် ရရှိစေရေး ကြိုးပမ်းမှု အနေဖြင့် အခမဲ့ မျက်စိ နှင့်ဆိုင်သော ရောဂါ ကုသရေး အစီအစဉ် တစ်ရပ်ကို ဖွဲ့စည်းခဲ့ကြသည်။ ဤအစီအစဉ်မှ လူနာပေါင်း ၅၀၀၀ ကို မျက်စိရောဂါ အမျိုးအမည် များကို အခမဲ့ ရှာဖွေဖော်ထုတ်ပေးခဲ့၍ ၊ လူနာပေါင်း ၇၀၀ ကို ခွဲစိတ်ကုသ ပေးခဲ့သည့် အပြင် ဆေး ၊ သယ်ယူပို့ဆောင်ရေး နှင့် အစားအစာများကို ထောက်ပံ့ပေးခဲ့ပါသည်။ ဖေဖော်ဝါရီ လ ၂၀၁၄ ခုနှစ် တွင် စီမံကိန်း အဆိုပြုသူသည် ထီးချိုင့်မြို့နယ် နှင့် ကသာ ခရိုင် အတွင်း ဝယ်လ်မာ မျက်စိရောဂါ ကုသလှူဒါန်းခြင်း လှုံ့ဆော်ရေးအဖွဲ့ကို ဖွဲ့စည်းခဲ့ပါသည်။ ထိုလေးရက်ကြာ ဆောင်ရွက်လှုပ်ရှားမှုတွင် ချို့တဲ့သောဝေဒနာ ရှင်များကို အသေးစားမှ အဓိက မျက်စိခွဲစိတ်ခြင်း နှင့်မျက်စိ စမ်းသပ် စစ်ဆေးပေးခြင်းများကို လုပ်ဆောင်ပေးခဲ့ပါသည်။ မိတ္ထီလာ မြို့ရှိ စုစုပေါင်း လူနာ ၃၀၇၃ ယောက် ကို မျက်စိစမ်းသပ်စစ်ဆေးပေးခဲ့ပြီး ၄၃၂ ယောက်ကို ခွဲစိတ် ကုသပေးခဲ့ပါသည်။

ပညာရေး နှင့် ပတ်သတ်၍ စီမံကိန်း အဆိုပြုသူမှ စီမံကိန်း ၏ ပတ်ဝန်းကျင် တွင်နေထိုင်ကြသော ရပ်ရွာထဲမှ နွမ်းပါးသော အထက်တန်း နှင့် အလယ်တန်း ကျောင်းသူကျောင်းသားများအတွက် ပညာသင် ဆုများပေးအပ်ရန် ရည်ရွယ်ပါသည်။

ထို့အပြင် စီမံကိန်း အဆိုပြုသူမှ မန္တလေး နှင့် စစ်ကိုင်းတိုင်း ဒေသကြီးတို့တွင် သောက်ရေသန့် လှူဒါန်းမည့် အစီအစဉ်များကို ဆောင်ရွက်နေပြီ ဖြစ်ပါသည်။

Executive Summary

1. Introduction

1.1 Project overview

Project title: Business on Flour Processing Factory in Thilawa Port Plot No. (20 & 21) & Triangle Land between Plot No. 21 & 22.

Project owner: Wilmar Investment Holdings Pte. Ltd., Singapore

Address: 56 Neil Road Singapore 088830

1.2 Location of project

The project is located in Thilawa Port Plot No. (20 & 21) and the triangle land between Plot No. 21 and 22 in Kyauktan township (Yangon division) and situated along the east bank of Yangon river. The project area is 2.99 ha (7.4 acre) in totally 40.52 ha, comprising 30 ha of Plot No. 20 & 21 and 10.52 ha of the triangle land between Plot No. 21 and 22.

1.3 Project description

The project is planned to develop a factory and associated utility buildings of flour processing.

The flour processing, with further expansion, may reach a designed production capacity up to 2,000 Metric Tons Per Day (MTPD) and will utilize wheat grain as raw input materials to produce different types of flour and bran. The factory will include storage facilities of raw materials (e.g. silos), milling machines, flour and bran warehouse, and a laboratory for evaluation of product quality using physical method.

2. Evaluation of environmental impacts

2.1 Background

The project proponent (Wilmar Investment Holdings Pte. Ltd.) has already submitted the Environmental and Social Impact Assessment (ESIA) report for construction of infrastructure on a modern multi-purpose international wharf development in December 2013. In addition, a resettlement action plan (RAP) also was prepared and submitted by project proponent. As of end of August 2016, all villagers who lived in the Project area moved to the relocation site in accordance with the RAP. In this connection, this Environmental and Social Impact Assessment (ESIA) is aimed at evaluating the environmental and social impacts on construction and operation of flour mill plant for application to Myanmar Investment Committee (MIC).

2.2 Organization for environmental and social impact assessment

The organization in charge of implementation of ESIA is Nippon Koei Co., Ltd.. The members of ESIA Study team are listed in Table 1.

Table 1 Member of ESIA Study Team

Name of Organization	Name	Position	Background	Year of Experience
Nippon Koei Co., Ltd./ Myanmar Koei International Ltd.	Mr. Shunsuke Hieda	Team Leader	- Professional Engineer Japan (Environmental Assessment and Management for Construction) - Professional Engineer Japan (Comprehensive Technical Management) - M. Eng. (Global Architecture) - B. Eng. (Naval Architecture and Ocean Engineering)	16 years
	Mr. Atsushi Minami	ESIE Expert	- Manager of Water Pollution Control - M.Sc. (Human Environment) - B.Sc. (Human Environment)	10 years
Nippon Koei Vietnam International Co., Ltd.	Mr. Bui Xuan Tung	Pollution Control Expert	- Ph.D. (Environmental Science & Engineering) - M.Sc. (Environmental Science & Engineering) - B.Sc. (Chemistry)	11 years

2.3 Duration of environmental impact assessment

The overall framework of environmental and social impact assessment is shown in Table 2.

Table 2 Overall Schedules for Environmental and Social Impact Assessment.

Item		Schedule							
		2016							
		Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	
ESIA study									
1)	Field Reconnaissance								
	i) Field Reconnaissance								
2)	Identification of Env. & Social Issues and Environmental Design								
	i) Identification of Env. & Social Issue								
	ii) Setting Environmental Standard to be applied								
3)	Desk Survey								
	i) Secondary Data Review & Summarization								
4)	Evaluation of Impacts								
	i) Evaluation of Impacts								
5)	Report preparation								
	i) MIC Application Report Evaluation of Environment and Social Impacts								▲

Note: ▲ : Submission for application

2.4 Compensation program for environmental damages

The project proponent guarantees that all currently proposed activities of the factory will not cause any influence to the surrounding environment and residential life. If any environmental damages occur, the relevant subsidiary of Wilmar Investment Holdings Pte. Ltd. undertaking the Project will have the responsibility to recover the environment and compensate all damages which have been caused by the Project.

2.5 Water purification system

Water supply for the project area is the responsibility of the Myanmar Port Authority (MPA). According to MPA, water from Thilawa dam will be provided for the project area. However, it is not clear at the current time whether raw water or purified water will be received from MPA.

If raw water is received from Thilawa dam, a water purification system will be set up by the project proponent. Purified water will be supplied for both processing in flour mill and domestic use. Total water usage volume is estimated as 5-16 tons/day for initial stage and 20 tons/day for full operation of the project.

2.6 Wastewater treatment system

Domestic wastewater and washed water for cleaning the facilities at maintenance are generated during operation of the project. These wastewaters will be treated by using waste water treatment system before discharging to the drainage system. Domestic wastewater comes from employees and temporary worker and service provider of the project that can reach about 100 people at full operation of the project.

2.7 Waste management system

There are several different types of solid waste generated from activities and facilities in the project, including the dust from flour mill plant and domestic activities. Table 3 below describes features of solid waste from each activity and its proposed solid waste management and treatment.

Table 3 Solid waste management and treatment in the project.

No.	Activities and facilities	Process	Solid waste generated	Management/treatment method
1	Flour mill	Screening, separation, aspiration, and scour of wheat grain	Stone and sticks	On-site disposal
			Iron, steel and particles	Sold to third party
			Barley, oats, corn	Sold to feed materials
		Dry cleaning of machine	Paper, cloth with flour and bran	Disposal
		Packing	Bags (PP, PE, Paper)	Recycle or disposal
2	Canteen (if any)	Cooking, eating, cleaning	Waste vegetables, fruits and food stuff	Sanitary landfills
			Plastic and rubber from food packaging	Recycle or Incineration
3	Water purification (if any)	Changing of filtration materials	Used filters	Disposal
4	Office	Printing, working	Paper, printer ink, batteries, computers, and mobile phones	Recycle or disposal

In addition to the waste listed in this table, waste can be formed by spillage of materials during

transportation, loading, unloading, packing, unpacking, handling, and storage to the environment. Any spillage of solid materials on land surface shall be vacuumed, shoveled, swept up and placed in containers for recycle or disposal. Land spillage of oil shall be absorbed by cotton cloth or sand and disposed of properly. Spillage of materials into water and drains shall be avoided as much as possible. Spillage of oil into water will be processed according to an emergency response plan, as discussed in detail later.

As presented in Table 3, solid waste generated from the activities of the project would be treated in different approaches. Firstly, the project proponent shall collect all waste generated and classify properly. The different classified waste will be stored in different bins. Waste will be recycled on-site and reused as much as possible. Accordingly, a solid waste management system for both industrial and domestic waste for the project activities is handled as shown in Figure 1.

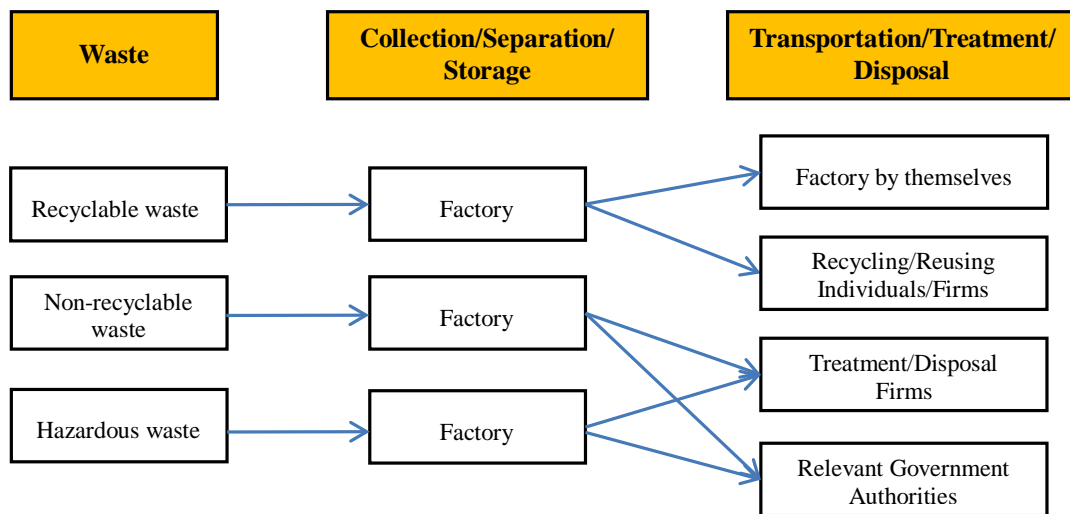


Figure 1 Solid Waste Management System for the Project.

For recyclable waste, factories will try as much as possible to recycle and reuse on-site. The remaining part of recycle waste will be sold to recycling individuals or reusing firms. Recyclable waste includes oil, plastic, rubber, paper, cartons, iron/steel particles, and rejected grains.

For non-recyclable waste, the project owner will deliver to private authorized treatment/disposal firms or relevant government authorities (e.g. YCDC) for further treatment or disposal. The treatment of non-recyclable waste can be dumping at landfill site for organic and food stuff, while the others can be incinerated.

For hazardous waste, the project owner will comply with requirement of relevant government authorities. At the current time, no hazardous materials are used for the production processes at the project site, however, other hazardous waste, such as batteries, computers, printer ink, and mobile phones will be collected and disposed to the authorized disposal agencies.

2.8 System for storage of chemicals

The project might utilize or handle the following chemical substances during its operation:

- i) Additives for enriching flour: edible food grade of vitamins enzymes and mineral

All chemicals which are required to attach Material Safety Data Sheet (MSDS) will be followed by its requirement. In addition, all chemical substances will be properly received, packed/unpacked/repacked and carefully handled during transportation from/to the project site. The substances will be stored in designated warehouses and storages. Ventilation and air-conditioning systems will be set up in warehouses and storages to maintain appropriate temperature and humidity for storage. All substances will be properly labeled and listed in a log book to track for their usage. Besides, firefighting systems will be installed at the project site for contingency. The project proponent shall apply all necessary controls to ensure that chemical substances will not result in any impact to employees and the surrounding environment.

3. Corporate social responsibility program

The Project Proponent will have regular programs to contribute to social activities by using 1% of net profit on this project. The corporate philanthropy program of the Project Proponent's group has created trusted relationships with communities in China, Singapore, Malaysia, Indonesia and Myanmar surrounding where such group entities operate.

In Myanmar, the project proponent will focus on education and healthcare. The project proponent has so far organized a free Eye Disease Treatment program in November 2013 in Meiktila in efforts to restore sight to the under-privileged. This program provided complimentary eye disease diagnoses to 5,000 patients and corrective operations to 700 in addition to medicine, transportation and meals. In February 2014, the project proponent organized "Wilmar Eye Disease Treatment Donation Drive" in Htigyint Township and Kathar District. During the four-day event, needy patients were provided with eye examinations and minor to major eye operations. A total of 3,073 patients in Meiktila were provided with eye examinations and 432 were operated on.

With regard to education, the project proponent intends to provide bursaries for under-privileged high school and middle school students living in the communities around the project site.

In addition, the project proponent is rolling out plans to donate purified drinking water in the Mandalay and Sagaing region.

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Appendix: Flow Chart for Project Activities

Abbreviation

BOD	Biochemical Oxygen Demand
COD	Chemical Oxygen Demand
ECL	Environmental Conservation Law
ECR	Environmental Conservation Rule
EHS	Environmental, Health and Safety
EIA	Environmental Impact Assessment
EMP	Environmental Management Plan
ESIA	Environmental and Social Impact Assessment
ESP	Electrostatic Precipitator
GIIP	Good International Industrial Practice
HDPE	High-Density Polyethylene
HIV	Human Immunodeficiency Virus
IEE	Initial Environmental Examination
IFC	International Finance Corporation
JICA	Japan International Cooperation Agency
MIC	Myanmar Investment Committee
MOECAP	Ministry of Environmental Conservation and Forestry
MOI	Ministry of Industry
MONREC	Ministry of Natural Resources and Environmental Conservation
MOT	Ministry of Transport
MPA	Myanmar Port Authority
MPN	Most Probable Number
MSDS	Material Safety Data Sheet
MTPD	Metric Tons Per Day
MW	Megawatt
N/A	Not Applicable
OHS	Occupational Health and Safety
PAFs	Project Affected Families
PET	Polyethylene Terephthalate
PHC	Petroleum Hydro Carbons
PM	Particulate Matter
PPM	Parts Per Million
RAP	Resettlement Action Plan
SEZ	Special Economic Zone
TB	Tuberculosis
TSP	Total Suspended Particles
TSS	Total Suspended Solids
VOC	Volatile Organic Compound
VRC	Village Resettlement Committee
WHO	World Health Organization
YCDC	Yangon City Development Committee

1. INTRODUCTION

1.1. Project title

Business on Flour Processing Factory in Thilawa Port Plots No. (20 & 21) & Triangle Land between Plots No. 21 & 22.

1.2. Project Proponent/Owner

Wilmar Investment Holdings Pte. Ltd., Singapore

Address: 56 Neil Road Singapore 088830

1.3. Organization for Environmental and Social Impact Assessment

The organization in charge of implementation of Environmental and Social Impact Assessment (ESIA) is Nippon Koei Co., Ltd.. The members of ESIA Study team are listed in Table 1.3-1.

Table 1.3-1 Member of ESIA Study Team

Name of Organization	Name	Position	Background/qualification	Year of Experience
Nippon Koei Co., Ltd./ Myanmar Koei International	Mr. Shunsuke Hieda	Team Leader	- Professional Engineer Japan (Environmental Assessment and Management for Construction) - Professional Engineer Japan (Comprehensive Technical Management) - M. Eng. (Global Architecture) - B. Eng. (Naval Architecture and Ocean Engineering)	16 years
	Mr. Atsushi Minami	ESIA Expert	- Manager of Water Pollution Control - M.Sc. (Human Environment) - B.Sc. (Human Environment)	10 years
Nippon Koei Vietnam International Co., Ltd.	Mr. Bui Xuan Tung	Pollution Control Expert	- Ph.D. (Environmental Science & Engineering) - M.Sc. (Environmental Science & Engineering) - B.Sc. (Chemistry)	11 years

1.4. Background

The project proponent has already submitted the Environmental and Social Impact Assessment (ESIA) report for construction of infrastructure on a modern multi-purpose international wharf development in December 2013. In addition, a resettlement action plan (RAP) also was prepared and submitted by project proponent. As of end of March 2016, all villagers who lived in Project area moved to relocation site in accordance with the RAP. In this connection, this Environmental and Social Impact Assessment (ESIA) is aimed to evaluate environmental and social impacts on construction and operation of flour mill plant.

1.5. Schedule for Environmental and Social Impact Assessment

Ministry of Natural Resources and Environmental Conservation (MONREC), renamed from Ministry of Forestry and Environmental Conservation (MORECAF), enacted EIA Procedures in December 2015 which defines detailed legal process regarding EIA/IEE procedures, including preparation of EIA/IEE reports, Environmental Management Plan (EMP), public involvement, approval of EIA/IEE report by MOECAP, and monitoring process after approval of EIA/IEE report. In accordance with EIA procedures, the project proponent prepared ESIA report including EMP for MIC application.

The overall framework of preliminary environmental and social impact assessment is shown in Table 1.5-1.

Table 1.5-1 Overall Schedule for Environmental and Social Impact Assessment.

Item		Schedule											
		2016											
		Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.					
ESIA study													
1)	Field Reconnaissance												
	i) Field Reconnaissance												
2)	Identification of Env. & Social Issues and Environmental Design												
	i) Identification of Env. & Social Issue												
	ii) Setting Environmental Standard to be applied												
3)	Desk Survey												
	i) Secondary Data Review & Summarization												
4)	Evaluation of Impacts												
	i) Evaluation of Impacts												
5)	Report preparation												
	i) MIC Application Report Evaluation of Environment and Social Impacts											▲	

Note: ▲: Submission for application

1.6. Objectives of ESIA study

The main objective of the ESIA study is to identify and assess the impacts of the project to the environment (air, water, soil, bottom sediment), natural environment (ecology, hydrology, topography, geology), and social environment within the project area. The specific objectives of the ESIA study include:

- i) To identify major issues that may arise as a result of proposed works on natural environment and social environment of the project area.
- ii) To recommend practical and site specific environment management plan for the project, and
- iii) To make sure that ESIA is sufficient for the proposed project.

1.7. Methodology

The assessment of environmental and social considerations for construction and operation stages of the project relies on the following information:

- i) The proposed design and activities of the project components,
- ii) Environmental baseline and existing social conditions for the project area,
- iii) General and Specific Environmental, Health and Safety (EHS) Guidelines of International Finance Corporation (IFC) as a standard of reference for environmental and social considerations together with national and international standards of environmental quality.

2. POLICY, LEGAL AND INSTITUTIONAL FRAMEWORK

The EIA study shall comply with laws, regulations, and standards related to the environment and local communities in the central and local governments of Myanmar. The study also conforms to the government's policies and plans on the environment and local communities. In addition, the study follows the guidelines and standards from internationally recognized organizations (such as World Bank, International Finance Corporation (IFC), and WHO) and developed and neighboring nations (e.g. Japan, USA, UK, Canada, Singapore, Thailand, Indonesia, Malaysia, and Vietnam), when appropriate and on which Myanmar laws and regulations are not available at present.

General impact assessment and proposed mitigation and consideration measures in the study follow General and Specific Guidelines on Environmental, Health, and Safety (2007) of IFC. Standard of reference for environmental quality monitoring either follow Myanmar regulations or an international adopted standard, as detailed in below sections.

2.1. Relevant Laws and Regulations in Myanmar

The protection and conservation of natural environment was originally declared by the Constitution of the Republic of the Union of Myanmar (2008). The Environmental Conservation Law (ECL) as a fundamental environmental law was enacted in 2012. The ECL lays down the basic principles and gives the guidance for systematic integration of the matters of environmental conservations. It specifies that MOECF is responsible for the enforcement of environmental conservation policies, development of environmental management plan, implementation of environmental monitoring, setting of environmental standards, management of hazardous wastes, and the development and implementation of a system of environmental impact assessment and social impact assessment etc. In 2014, The Environmental Conservation Rules (ECRs) was issued as a bylaw of ECL and provided the detail rules to enforce the requirement of ECL.

Also, the conservation of each natural resource and urban environment have been specified by each sector's laws and regulations such as Protection of Wildlife and Wild Plants and Conservation of Natural Areas Law (1994), National Environment Policy (1994), the Conservation of Water Resources and Rivers Law (2006) and so on. Table 2.1-1 summarizes the major environmental laws and regulations related to environmental conservation in Myanmar.

Table 2.1-1 List of Environmental Laws and Regulations Related to the Environmental Conservation

No.	Name of Laws	Note
1	Factory Act (1951)	-
2	Public Health Law (1972)	-
3	Territorial Sea and Maritime Zone Law (1977)	-
4	Irrigation Laws and Regulations (1982)	-
5	Law on Aquaculture (1989)	-
6	Marine Fisheries Law (1990)	-
7	Freshwater Fisheries Law (1991)	-
8	Forest Law (1992)	-
9	Protection of Wildlife and Wild Plants and Conservation of Natural Areas Law (1994)	-
10	National Environment Policy (1994)	-
11	Mines Law (1994)	-
12	The Conservation of Water Resources and Rivers Law (2006)	-
13	Myanmar Special Economic Zone Law (2011)	-
14	Environmental Conservation Law (2012)	-

No.	Name of Laws	Note
15	Farmland Law (2012)	-
16	Farmland Rules (2012)	-
17	Environmental Conservation Rules (2014)	-
18	Special Economic Zone Law (2014)	-
19	Special Economic Zone Rules (2015)	-
20	EIA Procedures (2015)	-

In this study, the Project Proponent shall adhere to the following policies based on ECL and ECRs.

2.2. Quantitative Target Levels of Consideration of Surrounding Environment

According to the Environmental Conservation Law, MONREC shall set standards of environmental qualities as agreed by the Union Government and the Environmental Conservation Committee. Standards to be set by MONREC are as follows:

- (a) standard quality of water related to the use of inland water available to public places, dams, ponds, swamps, flooded land, channel, creeks and rivers.
- (b) standard quality of water at coastal regions and delta area
- (c) standard quality of groundwater
- (d) standard quality of air
- (e) standard of noise and vibration
- (f) standard of odor and emission gas
- (g) standard of wastewater
- (h) standard of soil and leachate from solid waste
- (i) other standard environment qualities set by the Union Government

As of August 2016, these environmental quality standards have not been set by MONREC yet. Therefore, the project proponent has set quantitative target levels on the impact items which might be anticipated to have some negative impacts on the surrounding environment as evaluated in the section of scoping for environmental and social considerations (see section 5). Accordingly, quantitative target levels as standard of reference for environmental quality have been set for the following items:

- i) Ambient air quality,
- ii) Water quality (surface water, domestic wastewater, industrial wastewater, groundwater),
- iii) Soil and sediment quality, and
- iv) Noise and vibration (in both construction and operation stages).

Each quantitative target level to be applied for the project is described below.

2.2.1. Ambient Air Quality

Currently, there has been no ambient air quality standard in Myanmar. The Project Proponent will refer to the ambient quality standard in South-east Asia (e.g. Thailand, Vietnam), Japan, and WHO for establishing the applied standard in this project. Table 2.2-1 summarizes ambient air quality standards from Japan, Thailand, Vietnam and WHO.

Table 2.2-1 Summary of ambient air quality standards from other countries and WHO.

Item	Averaging period	Japan	Thailand	Vietnam	WHO
SO ₂	10 min	-	-	-	0.5 mg/m ³
	1 hour	0.1 ppm	0.3 ppm (0.78 mg/m ³)	0.35 mg/m ³	-
	24 hours	0.04 ppm	0.12 ppm (0.3 mg/m ³)	0.125 mg/m ³	0.125 mg/m ³ (InterimTarget-1) 0.05 mg/m ³ (InterimTarget-2) 0.02 mg/m ³ (Guideline)
	1 year	-	0.04 ppm (0.1 mg/m ³)	0.05 mg/m ³	-
NO ₂	1 hour	-	0.17 ppm (0.32 mg/m ³)	0.2 mg/m ³	0.2 mg/m ³
	24 hours	0.04-0.06 ppm	-	0.1 mg/m ³	-
	1 year	-	0.03 ppm (0.057 mg/m ³)	0.04 mg/m ³	0.04 mg/m ³
CO	1 hour	-	30 ppm (34.2 mg/m ³)	30 mg/m ³	-
	8 hours	20 ppm	-	10 mg/m ³	-
	24 hours	10 ppm	9 ppm (10.26 mg/m ³)	-	-
TSP	1 hour	-	-	0.3 mg/m ³	-
	24 hours	-	0.33 mg/m ³	0.2 mg/m ³	-
	1 year	-	0.10 mg/m ³	0.1 mg/m ³	-
PM ₁₀	1 hour	0.2 mg/m ³	-	-	-
	24 hours	0.1 mg/m ³	0.12 mg/m ³	0.15 mg/m ³	0.15 mg/m ³ (InterimTarget-1) 0.10 mg/m ³ (InterimTarget-2) 0.075 mg/m ³ (InterimTarget-3) 0.05 mg/m ³ (Guideline)
	1 year	-	0.05 mg/m ³	0.05 mg/m ³	0.07 mg/m ³ (InterimTarget-1) 0.05 mg/m ³ (InterimTarget-2) 0.03 mg/m ³ (InterimTarget-3) 0.02 mg/m ³ (Guideline)
PM _{2.5}	24 hours	0.035 mg/m ³	0.05 mg/m ³	0.05 mg/m ³	0.075 mg/m ³ (InterimTarget-1) 0.05 mg/m ³ (InterimTarget-2) 0.0375 mg/m ³ (InterimTarget-3) 0.025 mg/m ³ (Guideline)
	1 year	0.015 mg/m ³	0.025 mg/m ³	0.025 mg/m ³	0.035 mg/m ³ (InterimTarget-1) 0.025 mg/m ³ (InterimTarget-2) 0.015 mg/m ³ (InterimTarget-3) 0.01 mg/m ³ (Guideline)
Ozone	1 hour	-	0.10 ppm (0.2 mg/m ³)	0.2 mg/m ³	-
	8 hour	-	0.07 ppm (0.14 mg/m ³)	0.12 mg/m ³	0.16 mg/m ³ (InterimTarget-1) 0.1 mg/m ³ (Guideline)
Pb	24 hours	-	-	0.0015 mg/m ³	-
	1 month	-	0.0015 mg/m ³	-	-
	1 year	-	-	0.0005 mg/m ³	-
Photochemical oxidants	1 hour	0.06 ppm	-	-	-

Note: Photochemical oxidants are oxidizing substances, such as ozone and peroxyacetyl nitrate produced by photochemical reactions (only those capable of isolating iodine from neutral potassium iodide, excluding nitrogen dioxide)

Source: Japan: National Air Quality Standard in Japan (Circular No.25, 1973, originally), Ministry of Environment, Japan
Thailand: Notifications of National Environmental Board No.10, B.E 2538 (1995), No. 24, B.E. 2547 (2004), No. 28, B.E 2550 (2007), No. 33, B.E 2552 (2009), No. 36, B.E 2553 (2010) under the Enhancement and Conservation of National Environmental Quality Act B.E.2535 (1992).
Vietnam: National technical regulation on ambient air quality (QCVN 05:2013/BTNMT), Ministry of Science and Technology in Vietnam.
WHO: WHO air quality guidelines 2005.

On the basis of the information in Table 2.2-2, the applied standard for air quality in this project has been set along with the following considerations.

- Several important parameters for air quality which are able to be measured in Myanmar are considered, including SO₂, NO₂, CO, PM₁₀, and PM_{2.5}.
- Averaging period is adapted to 24 hours, which could be measured by available equipment in Myanmar and be practical for the monitoring conditions in the project.

With the focus on the above considerations, a trimmed table of referred standards has been formed, as shown in Table 2.2-2. It is obvious that the standard values of referred countries and organizations are quite close to each other. The established standard values for concerned air quality parameters, therefore, have been adopted from Japanese standard for SO₂, NO₂, and CO and from Thai standard for PM₁₀ and PM_{2.5}, as presented in Table 2.2-2 below.

Table 2.2-2 Ambient air quality standard established from other standards.

Item	Averaging period	Japan	Thailand	Vietnam	WHO	Applied standard
SO ₂	24 hours	0.04 ppm	0.12 ppm (0.3 mg/m ³)	0.125 mg/m ³	0.125 mg/m ³ (InterimTarget-1) 0.05 mg/m ³ (InterimTarget-2) 0.02 mg/m ³ (Guideline)	0.04 ppm
NO ₂	24 hours	0.04-0.06 ppm	-	0.1 mg/m ³	-	0.06 ppm
CO	24 hours	10 ppm	9 ppm (10.26 mg/m ³)	-	-	10 ppm
PM ₁₀	24 hours	0.1 mg/m ³	0.12 mg/m ³	0.15 mg/m ³	0.15 mg/m ³ (InterimTarget-1) 0.10 mg/m ³ (InterimTarget-2) 0.075 mg/m ³ (InterimTarget-3) 0.05 mg/m ³ (Guideline)	0.12 mg/m ³
PM _{2.5}	24 hours	0.035 mg/m ³	0.05 mg/m ³	0.05 mg/m ³	0.075 mg/m ³ (InterimTarget-1) 0.05 mg/m ³ (Interim Target-2) 0.0375 mg/m ³ (Interim Target-3) 0.025 mg/m ³ (Guideline)	0.05 mg/m ³

2.2.2. Water Quality

2.2.2.1 Surface Water Quality

Natural environmental water in the surrounding environment of the project area will be conserved to maintain a high quality. Since the surface water quality (rivers, streams, lakes, and ponds) has not been stipulated by MONREC as of August 2016, the Project Proponent will adopt regulations on surface water quality from neighbor countries. Creeks and rivers around the project area will receive storm water runoff from factories. Several parameters of concern for surface water quality near the project area, therefore, include pH, TSS, BOD, COD, Ammoniacal Nitrogen, Nitrate, Phosphate, and Oil & Grease. In addition, two more toxic parameters characterized for the contamination of industrial products could be examined, including phenols and chromium. Table 2.2-3 presents Vietnamese, Thai, and Japanese standards of the concerned parameters for regulation of surface water quality. The applying category in Vietnamese standard is B2 which corresponds to water for transportation and other purposes with demand for low-quality water. The cited categories from Thai and Japanese standards are stricter and thus cleaner than the one of Vietnamese standard. In this project, the Project Proponent will basically apply Vietnamese standard to regulate the quality of surface water.

Table 2.2-3 Reference standards for the quality of surface water and applied standard in this project.

No.	Parameters	Unit	Vietnam	Thailand	Japan	Applied standard
1	pH		5.5 – 9	5-9	6-8.6	5.5 – 9
2	TSS	mg/L	100		100	100
3	BOD	mg/L	25	4	10	25
4	COD	mg/L	50			50
5	Ammoniacal Nitrogen (as N)	mg/L	1	0.5		1
6	Nitrate (as N)	mg/L	15	5		15
7	Phosphate (as P)	mg/L	0.5			0.5
8	Oil & grease	mg/L	0.3			0.3
9	Total coliform	MPN/100 mL	10000		-	10000
10	Phenols	mg/L	0.02	0.005	0.05	0.02
11	Chromium	mg/L	0.05	0.05	0.05	0.05

Source: Vietnam: National technical regulation on surface water quality QCVN 08: 2008/BTNMT, B2 class.

Thailand: Surface water quality standard, class 4, Notification of the National Environmental Board, No. 8, B.E. 2537 (1994), issued under the Enhancement and Conservation of National Environmental Quality Act B.E.2535 (1992), published in the Royal Government Gazette, Vol. 111, Part 16, dated February 24, B.E.2537 (1994).

Japan: Environmental quality standard for conservation of the living environment, applying for rivers, “E” class.

2.2.2.2 Effluent Water Quality for Discharging to Water Body

Based on the Project description, domestic wastewater and washed water for cleaning the facilities will be combined before connect to the wastewater treatment system.

National Environmental Quality (Emission) Guidelines (NEQG) has been set the general guideline value of wastewater during project operation as shown in Table 2.2-4. Since there are no applicable industrial – specific guidelines for this project, the general guideline value is referred for this project.

Table 2.2-4 General Guideline Value of Wastewater set in NEQG

Parameter	Unit	Guideline Value
5-day Biochemical oxygen demand	mg/L	50
Ammonia	mg/L	10
Arsenic	mg/L	0.1
Cadmium	mg/L	0.1
Chemical oxygen demand	mg/L	250
Chlorine (total residual)	mg/L	0.2
Chromium (hexavalent)	mg/L	0.1
Chromium (total)	mg/L	0.5
Copper	mg/L	0.5
Cyanide (free)	mg/L	0.1
Cyanide (total)	mg/L	1
Fluoride	mg/L	20
Heavy metals (total)	mg/L	10
Iron	mg/L	3.5
Lead	mg/L	0.1
Mercury	mg/L	0.01
Nickel	mg/L	0.5
Oil and grease	mg/L	10
Ph	S.U. ^a	6-9
Phenols	mg/L	0.5
Selenium	mg/L	0.1
Silver	mg/L	0.5
Sulphide	mg/L	1
Temperature increase	°C	<3 ^b
Total coliform bacteria	100ml	400

Parameter	Unit	Guideline Value
Total phosphorus	mg/L	2
Total suspended solids	mg/L	50
Zinc	mg/L	2

Considering characteristics of the Project activity, wastewater will be mainly discharged from toilet and canteen. In addition, the washed water will be discharged from each facility. The productions of facilities are only related to organic parameters. Therefore, water quality parameters of concern are BOD, Ammonia, COD, Oil and grease, pH, Temperature, Total coliform bacteria and TSS.

The target quality level for effluent water quality for discharging to water body is summarized in Table 2.2-5.

Table 2.2-5 Target Level of Effluent Water Quality for Discharging to Water Body

Parameter	Unit	Target Level
5-day Biochemical oxygen demand (BOD ₅)	mg/L	50
Ammonia	mg/L	10
Chemical oxygen demand (COD)	mg/L	250
Oil and grease	mg/L	10
pH	S.U. ^a	6-9
Temperature increase	°C	<3 ^b
Total coliform bacteria	100ml	400
Total suspended solids	mg/L	50

2.2.3. Soil and Sediment

As of August 2016, there has been no quality standard specified for soil and sediment in Myanmar. The environmental quality standards for soil and sediment from Vietnam, Thailand, Japan, and Canada have been adopted to establish target values for the project. Table 2.2-6 shows environmental soil quality standard values from the reference countries with regard to land usage considered in the project. Considering the type of soil which is considered in each standard, Japanese standard which is applied for environment usually set lower values than the other standards. In this project, the Project Proponent has set the target values as the highest value from the reference standards, as shown in 2.2-6, because of current availability and accuracy of analysis in Myanmar and neighbor countries.

Table 2.2-6 Environmental soil quality standards from other countries and established target values applied for this project.

Parameter	Unit	Vietnam	Thailand	Japan	Canada	Applied standard
		Industrial land	Not for habitat or agriculture	Environment	Commercial land	
Arsenic	mg/kg	12	27	15 ^a	12	27
Cadmium	mg/kg	10	810	15 ^a	22	810
Copper	mg/kg	100	-	125	91	125
Lead	mg/kg	300	750	15	260	750
Zinc	mg/kg	300	-	-	360	360
Total petroleum hydrocarbon	mg/kg	-	-	-	260 ^b	260

Source: Vietnam: National Technical Regulation on heavy metals in soil QCVN 03:2008/BTNMT, “industrial land” class;

Thailand: Notification of National Environmental Board No. 25, B.E. (2004), “other purpose” class;

Japan: Soil Environmental Standard (1991), ^a: “agricultural land” class

Canada: Canada Soil Quality Guidelines for the protection of Environmental and Human health, “commercial land” class;

^b: Canada wise-standard for petroleum hydrocarbons (PHC) in soil, tier 1, fraction #2.

Similarly, environmental sediment quality standards which are available in Vietnam and Canada have been utilized to establish the standard in this project. For most of considered parameters, regulated values are the same in Vietnamese and Canadian standards. The applied standard in this project, therefore, has been directly adopted from the reference standards, where available, as shown in Table 2.2-7.

Table 2.2-7 Environmental sediment quality standards from other countries and established target values applied for this project.

Parameter	Unit	Vietnam	Canada	Applied standard
Arsenic	mg/kg	17	17	17
Cadmium	mg/kg	3.5	3.5	3.5
Copper	mg/kg	197	197	197
Lead	mg/kg	91.3	91.3	91.3
Zinc	mg/kg	315	315	315
Total petroleum hydrocarbon	mg/kg	100	-	100

Source: Vietnam: National Technical Regulation on sediment quality QCVN 43:2012/BTNMT, “fresh water” class;
Canada: Canadian sediment quality guidelines for the protection of aquatic life, freshwater class.

2.2.4. Noise

2.2.4.1 Construction phase

Currently, there has been no noise standard for construction activities to receptors in Myanmar. Therefore, the target noise level at construction stage has been set based on the standard in the other foreign countries. Table 2.2-8 shows noise standard at construction stage in other countries.

Table 2.2-8 Noise standard at construction stage in various countries.

Items		Day time (Leq)	Night time (Leq)
Japan	Using heavy equipment with high noise level (piling, excavating etc.)	85 dB (Maximum)	-
Singapore	Hospitals, schools, institutions of higher learning, homes for the aged sick, etc.	60 dB (7 am – 7 pm, 12 hrs)	50 dB (7 pm – 7 am, 12 hrs)
	Residential buildings located less than 150 m from the construction site where the noise is being emitted	75 dB (7 am – 7 pm, 12 hrs)	60 dB (7 pm – 10 pm, 3 hrs) 55 dB (10 pm – 7 am, 9 hrs)
	Other buildings	75 dB (7 am – 7 pm, 12 hrs)	65 dB (7 pm – 7 am, 12 hrs)
UK	In rural, suburban and urban areas away from main road traffic and industrial noise	70 dB (8 am – 6 pm, 10 hrs)	-
	Urban areas near main roads	72 dB (8 am – 6 pm, 10 hrs)	-
USA	Residential	80 dB (8 hrs)	70 dB (8 hrs)
	Commercial	85 dB (8 hrs)	85 dB (8 hrs)
	Urban area with high ambient noise level (>65 dB)	Ambient noise level + 10 dB	

Source: Japan: Noise Regulation Act, Japan (Law No. 98, 1968, Amended No. 33, 2006)
Singapore: Environmental Protection and Management Act in Singapore (Chap. 94 A, Section 77, Revised in 2008)
UK: British Standard 5528: 1997 “noise and vibration control on open and construction sites”
USA: Transit Noise and Vibration Impact Assessment, U.S. Department of Transportation in USA, 1995

Among these reference standards, only Singapore belongs to South-east Asia area. Singapore noise standard for construction activities is established for different receptors, including sensitive area, residential area, and the other areas. Thus target noise level in this project has been established based on Singapore standard with only two categories. Noise level at residential houses and monastery has been set as same as the level for residential area in Singapore standard. Noise level at office and commercial buildings has been equal to the level for “other buildings” in Singapore standard. The target

noise level for the Project is shown in Table 2.2-9.

Table 2.2-9 Target noise level in construction phase.

Category	Day time (L _{eq} , dB) (7 am – 7 pm)	Evening time (L _{eq} , dB) (7 pm – 10 pm)	Night time (L _{eq} , dB) (10 pm – 7 am)
Residential house and monastery	75	60	55
Office and commercial buildings	75	65	65

2.2.4.2 Operation phase

In NEQG, the noise level is set as shown in Table 2.2-10. Since the project site in the industrial area, the target level is adopted industrial and commercial.

Table 2.2-10 Noise Level in NEQG (Industrial and commercial are set as target noise level)

Receptor	One Hour LAeq (dBA)	
	Daytime (7:00-22:00) (10:00-22:00 for public holidays)	Nighttime (22:00-7:00) (22:00-10:00 for public holidays)
Residential, institutional, educational	55	45
Industrial, commercial	70	70

2.2.5. Vibration

2.2.5.1 Construction phase

Currently, there has been no vibration standard for construction activities to receptors in Myanmar as well as other South-east Asian countries and international organizations such as WHO and IFC. Thus, the target vibration level at construction phase has been set based on the existing standards in Japan and USA as shown in Table 2.2-11.

Table 2.2-11 Vibration standard at construction stage in other countries.

Items	Category	Day time (L _a)	Night time (L _a)
Japan	Residential area, sensitive area necessary to be quiet	Near heavy equipment 65 dB	60 dB
	Mixed area including residential and commercial, industrial areas	Near heavy equipment 70 dB	65 dB
	Using heavy equipment with high noise level (piling, excavating etc.)	During construction 75 dB	-
USA	No cause to damage	During construction 75 dB (as L _v)	
	Residential area	During construction 55-63 dB (as L _v)	52-60 dB (as L _v)

Note: L_a: Vibration as acceleration, L_v: Vibration as velocity

Source: Vibration Regulation Act, Japan (Law No. 64, 1976, Amended 2004)

Transit Noise and Vibration Impact Assessment, U.S. Department of Transportation in USA, 1995

Accordingly, the target level of vibration for the Project in construction phase has been set based on the Japanese standard with minor modification by adding “evening time”. The vibration level for monastery and residential area has been set as same as Japanese standard for residential and sensitive areas. The vibration level for office, commercial facilities, and factories areas has been equal to Japanese standard for mixed area. The target vibration level for the Project is shown in Table 2.2-12.

Table 2.2-12 Target vibration level at construction phase.

Category	Day time (L _a , dB) (7 am-7 pm)	Evening Time (L _a , dB) (7 pm-10 pm)	Night time (L _a , dB) (10 pm-7 am)
Residential houses and monastery	65	65	60
Office, commercial facilities, and factories	70	70	65

Category	Day time (L _a , dB) (7 am-7 pm)	Evening Time (L _a , dB) (7 pm-10 pm)	Night time (L _a , dB) (10 pm-7 am)
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Note: Evaluation point is at boundary of buildings

2.2.5.2 Operation phase

There has been no vibration standard for commercial and industrial activities to receptors in Myanmar as well as countries in the South-east Asia and International Organizations such as WHO and IFC. Among developed countries, the vibration standard to receptor near factories is stipulated in Japan as shown in Table 2.2-13.

Table 2.2-13 Vibration standard to receptors near factories in Japan.

Category	Day time (L _a) (5, 6, 7 am-7, 8, 9 pm)	Night time (L _a) (7, 8, 9 pm-5, 6, 7 am)
Residential area Sensitive area necessary to be quiet	60-65 dB	55-60 dB
Mixed areas including residential and commercial and industrial areas	65-70 dB	60-65 dB

Source: Vibration Regulation for prevention of vibration impact from specific factories (Announcement of Ministry of Environment, No.90, 1976, Amended 2000)

Note: Standard and time of category can be set by governor in any prefectures and the specific cities.

The target vibration standard for the operation phase in this project has been set based on Japanese standard in a manner consistent with target noise level for operation, as shown in Table 2.2-14.

Table 2.2-14 Target vibration level at operation phase.

Category	Day time (L _a , dB) (7 am-7 pm)	Evening Time (L _a , dB) (7 pm-10 pm)	Night time (L _a , dB) (10 pm-7 am)
Residential houses and monastery	65	60	60
Office, commercial facilities, and factories	70	65	65

Note: Evaluation point is at boundary of buildings

3. PROJECT DESCRIPTION AND ALTERNATIVE SELECTION

Firstly, it must be noted that this project will include construction of some factories on a designated area of which basic infrastructure has been developed therebefore and operation of the factories after the construction would be completed. The developed infrastructure includes a multi-purpose wharf, foundation of the area, a drainage system including a diversion channel, internal roads, and a surrounding wall. The project for infrastructure development has been evaluated previously with regarding to environmental and social impact assessment, including a RAP.

3.1. Location of project

The project is located in Thilawa Port Plots No. (20 & 21) and the triangle land between Plots No. 21 and 22 in Kyauktan township (Yangon division) and situated along the east bank of Yangon river. The project area covers totally 40.52 ha, comprising 30 ha of Plots No. 20 & 21 and 10.52 ha of the triangle land between Plots No. 21 and 22. The location of the project is displayed in Figure 3.1-1 and Figure 3.1-2 below.

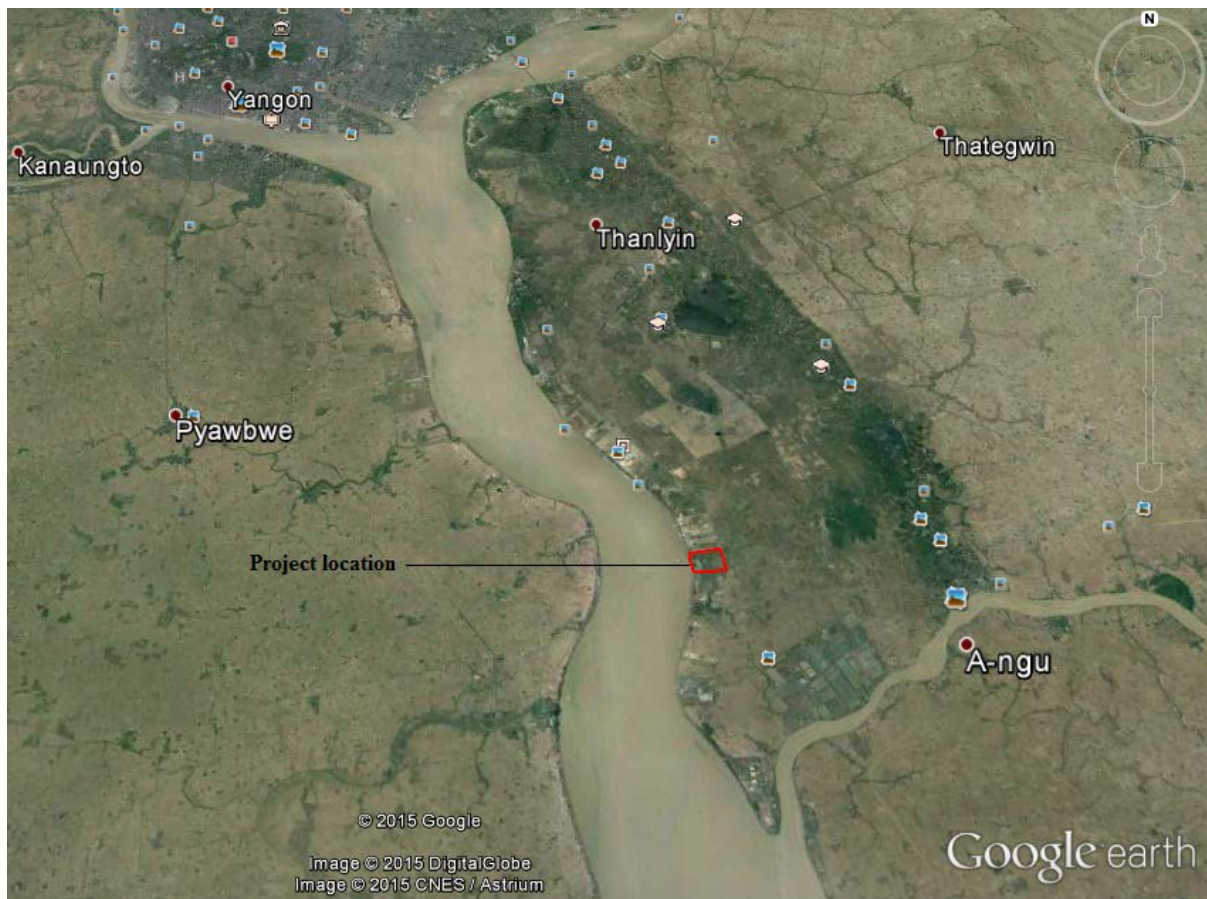


Figure 3.1-1 Location of the project in Yangon division area.

Baybauk Creek (Pa Lan Chaung) passes through the project area (see Figure 3.1-2), including plots no. 20, 21, and the triangle land between plots 21 and 22, before discharging to Yangon river.



Figure 3.1-2 Location of the project at Thilawa Port area.

3.2. Project layout

The project is planned to develop factory of flour mill. Layout of the project and arrangement of the proposed factories inside the project area is illustrated in Figure 3.2-1 below.

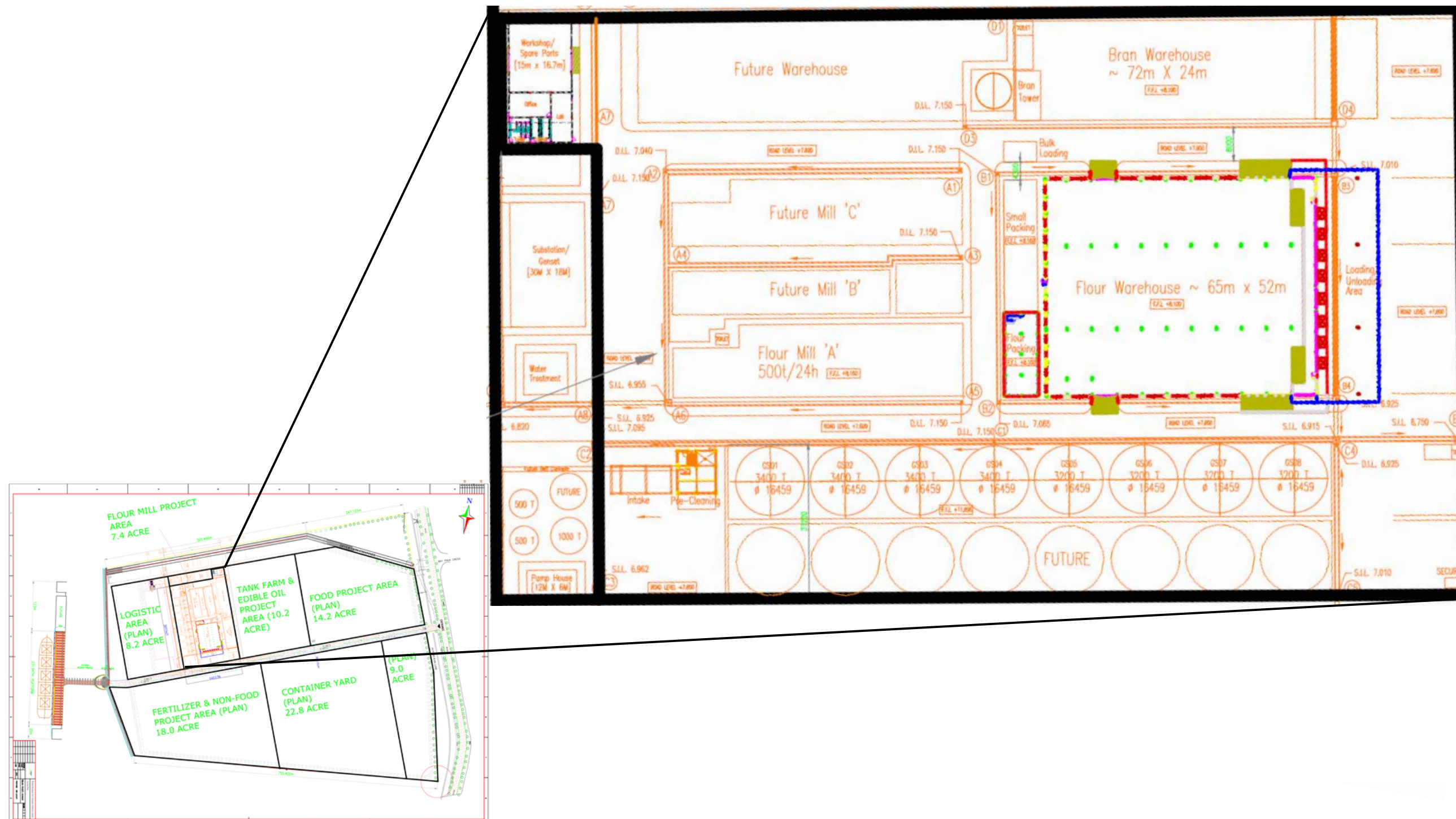


Figure 3.2-1 Layout of the project at Thilawa port area.

3.3. Project schedule

The project is expected to be constructed from 3rd quarter of 2016 to 1st quarter of 2019 and operated from 2nd quarter of 2018. The preliminary project schedule is shown in Table 3.3-1.

Table 3.3-1 Preliminary Project Schedule.

Year/Activities	2016				2017				2018				2019	
	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd
EIA Study and Designing														
Construction of Flour mill plant														
Operation of Flour mill plant														

3.4. Project facilities and activities

3.4.1. Flour mill

The flour mills, with further expansion, may be developed for a designed production capacity up to 2,000 MTPD. Detail of raw materials/sources used for the flour mill and its output products is presented in Table 3.4-1. Wheat grain will be imported in container.

Table 3.4-1 Raw materials/sources and output products of flour mill.

Input raw materials/sources	Output products & Types of package		
	Items	In bulk	In bag
Wheat grain	Wheat flour	In bulk	different sizes of bag (made from PP, PE, Paper)
Vitamins	Wheat bran	In bulk	PP bag 25-60 kg
Enzymes	Wheat pollard	In bulk	PP bag 25-60 kg
Approved food additives	Wheat germ	In bulk	different sizes of bag (made from PP, PE, Paper)
Water			

Source: Wilmar International

The facilities in the plant will include:

- i) Silos for storage of wheat grain
- ii) Milling facilities
- iii) Product warehouse (flour and bran)

All production processes of wheat in the plant will be conducted in a closed system so that no materials and flour will be spread to the environment. Milling equipment would be regularly cleaned by a dry method to not produce wastewater.

Output products will be either packed in bag or distributed in bulk, as presented in detail in Table 3.4-1.

The flow chart for project activities are attached in Appendix.

3.4.2. Water purification/supply system

Water supply for the project area is responsible by Myanmar Port Authority (MPA). According to MPA, water from Thilawa dam will be provided for the project activities. However, it is not clear at the current time whether raw water or purified water will be received from MPA.

If raw water is supplied by MPA, a water purification system would be set up by the project proponent. Purified water will be supplied for both processes in the flour mill and domestic use. Total water usage volume is estimated as 5-16 tons/day for initial stage and 20 tons/day for full operation of the project.

3.4.3. Water drainage and wastewater treatment system

Main water drainage system has been constructed previously. Main diversion channel was built to receive water from Baybaw creek and discharge to Yangon river.

Domestic wastewater and washed water for cleaning the facilities at maintenance are generated during operation of the project. These wastewater will be treated by using waste water treatment system before discharging to the drainage system. Domestic wastewater comes from employees and temporary worker and service provider of the project that can reach about 100 people at full operation of the project.

3.4.4. Use of chemicals

The project might utilize or handle the following chemical substances during its operation:

- i) Additives for enriching flour: edible food grade of vitamins enzymes and mineral

All chemicals which are required to be attached with an MSDS, will be managed according to the requirements of such MSDS. In addition, all chemical substances will be properly packed and carefully handled when received, during transportation from/to the project site, and when unpacked/repacked. The substances will be stored in designated warehouses and storages. Ventilation and air-conditioning systems will be set up in warehouses and storages to maintain appropriate temperature and humidity for the storage. All substances will be properly labeled and listed in log books to track for their usage. Firefighting system will be installed at the project site for contingency. The project proponent shall apply all necessary controls to ensure that chemical substances will not result in any impact to employees and the surrounding environment.

3.5. Alternative Selection

In the stage of planning of the jetty and yard area development, one village is located in and around the project area. In order to implement resettlement by the jetty and yard area development, the following options were set.

Option 1) To implement resettlement only to the person who lived in the jetty and yard area to minimize number of households to be resettled.

Option 2) To implement resettlement not only to the person who lived in the jetty and yard area but also lived in the other areas in the village to maintain human relationship in the village.

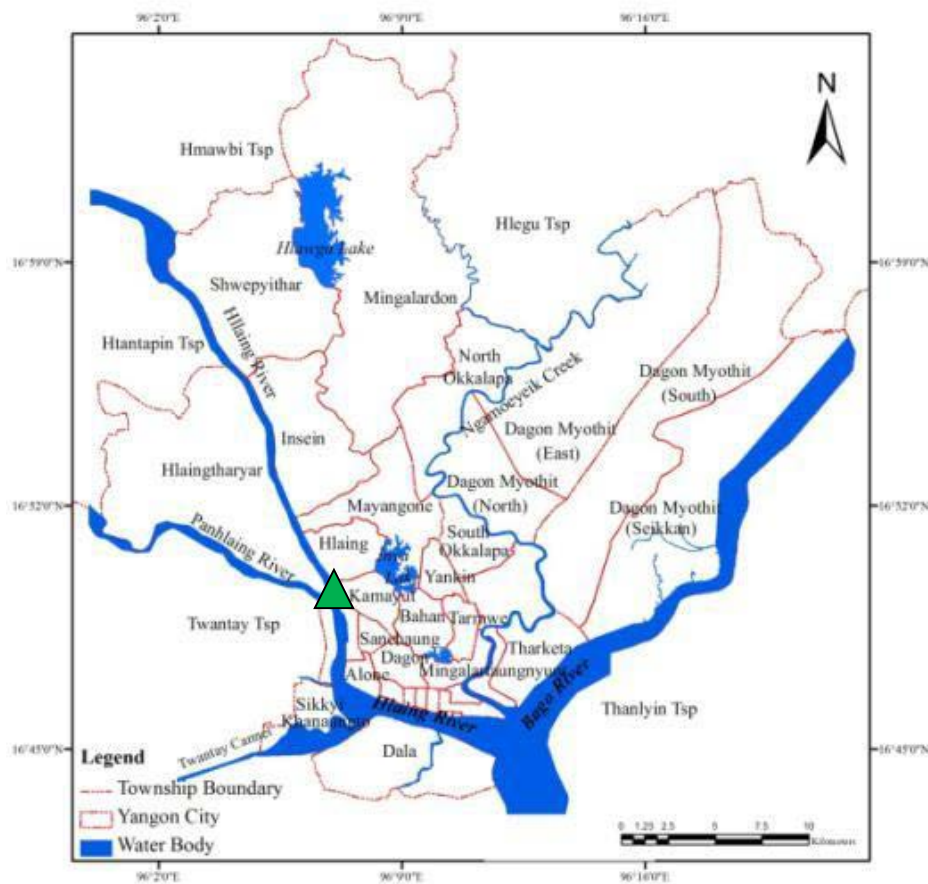
As the series of consultation meetings with villagers, the Project decided to implement resettlement to the all villagers (Option 2) in order to emphasize community relationship based on the request from the villagers even if cost for resettlement and compensation of living and livedoid.

4. ENVIRONMENTAL BASELINE AND EXISTING SOCIAL CONDITIONS

4.1. Natural environment

4.1.1. Climate

Greater Yangon is located in tropical monsoon climate, characterized by three distinct seasons, namely, summer (March to middle of May), rainy (Middle of May to middle of October), and cool (Middle of October to February) seasons. The Kaba-aye Meteorological Station, managed by the Department of Meteorology and Hydrology, Ministry of Transport (DMH, MOT), has been observing meteorological conditions of Greater Yangon since 1968. The location of Kaba-aye station is shown in Figure 4.1-1.



Note: Scale is not applicable
Source: Data of Township (Government Administration)

Figure 4.1-1 Location of meteorology station in Yangon area.

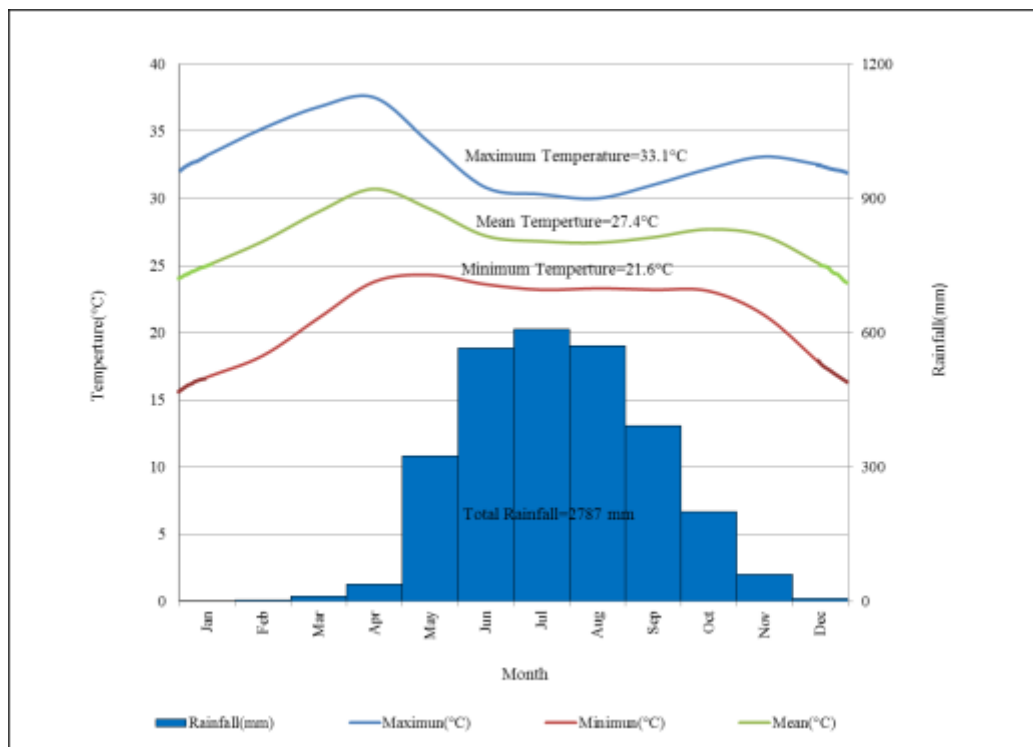
From 1981 to 2010, the mean annual temperature was 27.4°C. The mean monthly temperature is highest in April at 30.7°C and lowest in January at 25.0°C. Except December and January, the monthly temperatures are above 25.0°C. The change of monthly temperature in a year is fairly small with 5.7°C.

Table 4.1-1 Monthly Average Maximum, Minimum, Mean Temperatures and Rainfall of Kaba-Aye Station in Yangon City (1981-2010)

No.	1	2	3	4	5	6	7	8	9	10	11	12	Average/ Total
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Max Temp (°C)	33.2	35.2	36.8	37.5	34.1	30.8	30.3	30	31	32.2	33.1	32.5	33.1
Min Temp (°C)	16.7	18.3	21.1	23.8	24.3	23.6	23.2	23.3	23.2	23.1	21.3	17.7	21.6
Mean Temp (°C)	25	26.8	29	30.7	29.2	27.2	26.8	26.7	27.1	27.7	27.2	25.1	27.4
Rainfall (mm)	1	4	12	38	325	566	608	571	393	201	61	7	2787

Source: Data of Meteorology and Hydrology Department, Kaba-aye Station, Yangon

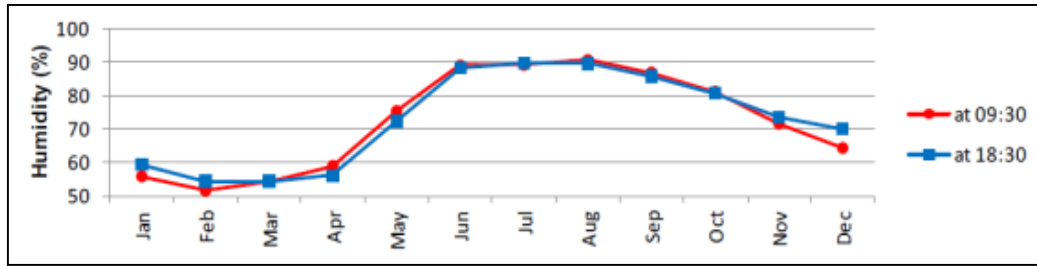
The southwest monsoon wind is the main source of rain and Yangon area receives rain during the period from May to October. The mean annual amount of rainfall is 2,787 mm. The rain sharply decreases from November onwards and it is 3 mm from December to March as shown in Table 4.1-1 and Figure 4.1-2. According to Koppen's Climatic classification, the type of climate is Tropical Monsoon (Am), characterized by alternate wet and dry seasons.



Source: Data of Meteorology and Hydrology Department, Kaba-aye Station, Yangon

Figure 4.1-2 Climograph of Kaba-aye Station in Yangon City (1981-2010)

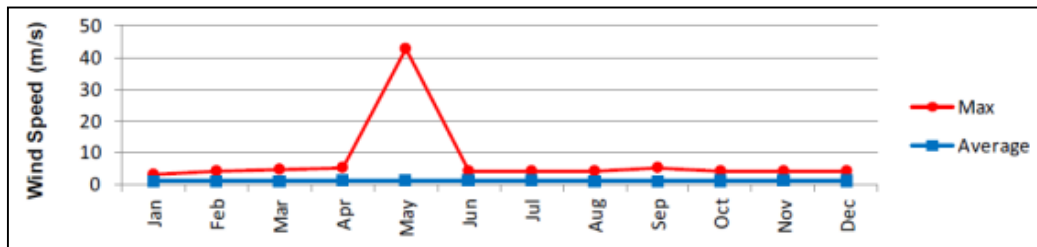
Relative humidity have been recorded twice a day; at 9:30 and at 18:30. As shown in Figure 4.1-3 humidity difference between the morning and evening is quite small. The annual mean relative humidity at 9:30 and at 18:30 is 72.3% and 72.8%, respectively. The maximum mean monthly relative humidity is 90.6% in August, while the minimum mean monthly relative humidity is 51.4% in February.



Source: The Strategic Urban Development Plan of the Greater Yangon, April 2013, JICA Study.

Figure 4.1-3 Mean Monthly Relative Humidity at Kaba-Aye Station (1991-2000)

Annual mean wind speed at the Kaba-aye Station is 1.1 m/s. Maximum wind speed was 42.9 m/s recorded in May 2008 at the time of Cyclone Nargis. Cyclones come to the country in April, May, and October as shown in Figure 4.1-4, Greater Yangon seldom experiences such cyclone wind. Wind directions are generally in the SW during summer (March to middle of May) and rainy (Middle of May to middle of October) seasons, and NE in the cool season (Middle of October to February).



Source: The Strategic Urban Development Plan of the Greater Yangon, April 2013, JICA Study.

Figure 4.1-4 Maximum Wind Speed and Mean Monthly Wind Speed at Kaba-Aye Station (1991-2008)

4.1.2. Topography

The coastal zone exists on the southern and South-eastern part of Thanlyin and Kyauktan township (see Figure 4.1-5). These coastal zone structures are from Mibya, Zwebagon, Shan Chaung, and Sinmakwe villages to the southern part up to Mottama sea. Large swampy lowlands are found in the lower part of the coastal region where Hmawwun river, Kondon creek and Kawdaun creek flow into Yangon river. The drain empties very slowly. Thus, this part is unsuitable for agriculture and fishing industries. The western portion of these townships is drained by a lot of tidal rivers and creeks. The main drainage is Hmawwun river which flows from east to west and drains into Yangon River. Some creeks flow into Yangon river, some into Hmawwun river and some directly into the Gulf of Mottama (e.g., Kanaung, Myagaing, Tummyaung, etc.).

4.1.3. Geology

Geologically, Kyauktan area is composed of tertiary and quaternary rocks units and sediments. Among the tertiary rock units, sedimentary rocks composed of sandstone and shale, and a large amount of the area is covered by quaternary and tertiary.

The regional geological features include ridges and deltaic lands laying east and west of Thanlyin and Kyauktan ridges. This area lies approximately in a north-south trending anticlinal ridges; containing a thick tertiary-quaternary deposits.

The tertiary deposits are folded into narrow folds such as Thanlyin-Kyauktan ridges which are trending south towards the Gulf of Martaban. The rocks of the tertiary age contain well-consolidated marine sand stone (alternation of shale and argillaceous sandstone, siltstone, sandstone and shale intercalation and

ferroginous sandstone as minor beds) and shale of Bago group cover the middle and southern part of the ridges.

Semi-consolidated, continental deltaic and marginal marine deposits of the Irrawaddy formation (medium to coarse grained sand rocks, sometimes gritty with inter-bedded clays and mudstone; Soft false bedded and massive coarse ferruginous sandstone with a few concretionary bands); lies at the northern part of ridges around Thanlyin.

The Synclinal valley, east of west of anticlinal ridges are filled with unconsolidated water laid deposit of quaternary age. These sediments include clay, silt, sand and predominantly fine to coarse gravel. Laterite soils occur mostly in lower slopes of hill range.

Well tapping of Irrawaddy formation gives low yield because aquifers are thin and permeability is low due to consolidation and admixture of silt and clay. The well consolidated marine sandstones of Bago group are considered to be non-water bearing beds. Most of the dug wells (shallow) in the area were dug and water extracted from parch water table.

Note: Scale is not applicable

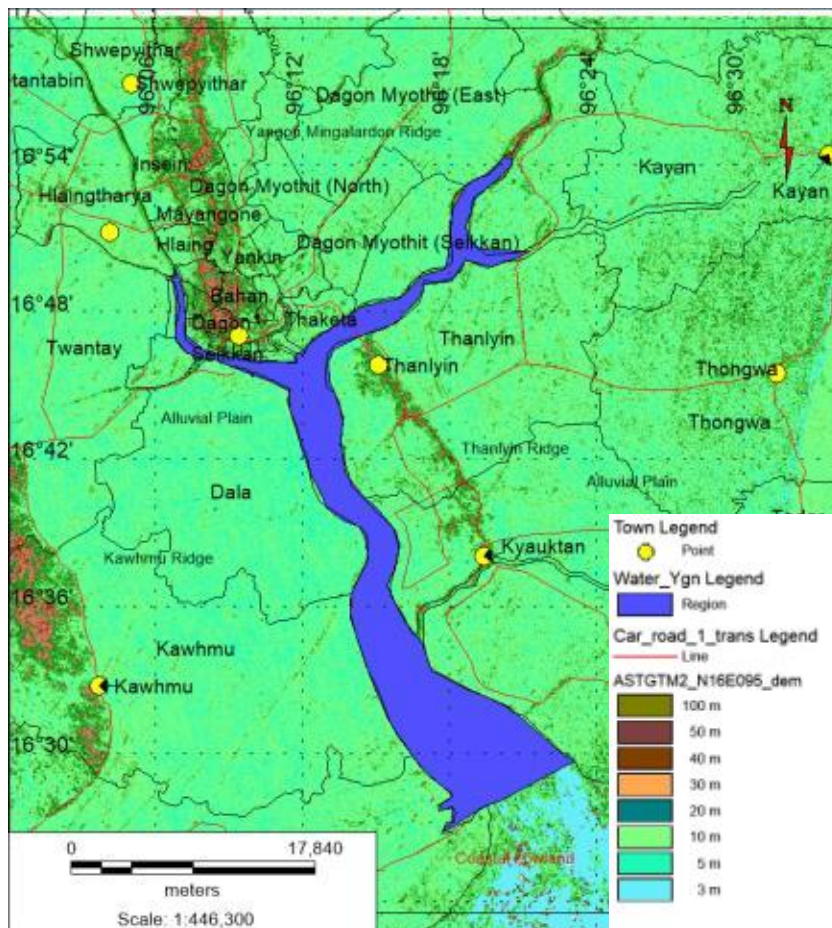
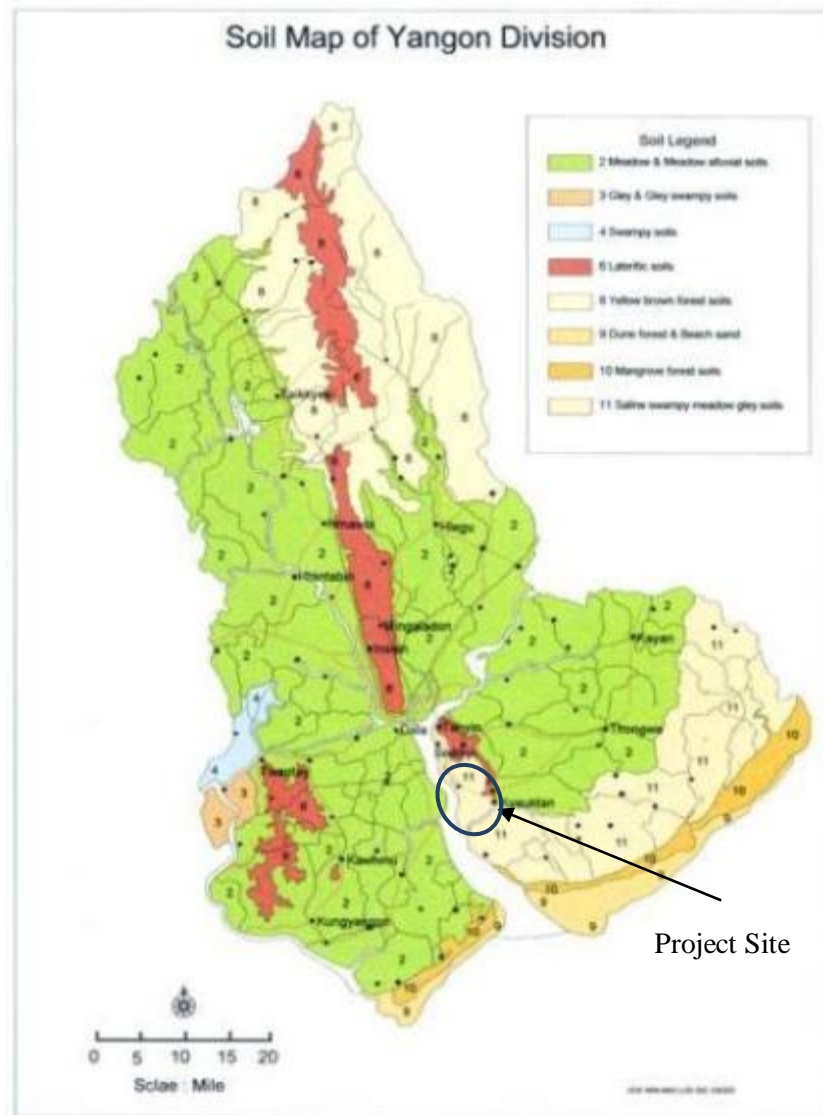


Figure 4.1-5 Physiographic feature of the project area.

4.1.4. Soil type

The main types of soil are Ferrosols, Gleysols, Solovechaks and Arenesols. Ferrosols (plinthic) or lateritic soils, are found on low hills along Thanlyin-Kyauktan. The soil is good for the growing of rubber, garden and vegetables. Gleysols (dystric) or meadow gley soils occupy much of the area in this

township as shown in Figure 4.1-6. About 90% of these soils are composed of silt and clay, but humus content varies from place to place. These soils are favorable for paddy cultivation. The main problem, however, is poor drainage and water logged conditions. Meadow Solonchak are usually found in lowlands under impeded drainage. In rainy season, they are covered with flood water. Because of the high content of clay, these soils become very dry and cracked in the dry season. Solonchaks (gleyic) or saline swampy gluey soils are found along the coastal area. These soils develop from the sediments transported and deposited at the estuaries of Yangon river. These soils are widely found in the southern part of Kyauktan township, mainly within the two embankments.



Note: Scale is not applicable
Source: Data of Land use division, Myanmar

Figure 4.1-6 Soil map of Kyauktan township.

4.1.5. Surface water and reservoirs

The main river around the proposed project area is Yangon river which is a large tidal river in the region. Hmawwun river, Kondon creek and Kawdaun creek flow into Yangon river. These river waters are unsuitable conditions for agriculture and fishing industries.

The main river is Hmawwun river which flows from east to west and reaches to Yangon river. Some

creeks also flow into Yangon river, some into Hmawwun river and some directly into the Gulf of Mottama. (e.g., Kanaung, Myagaing, Tummyaung, etc.).

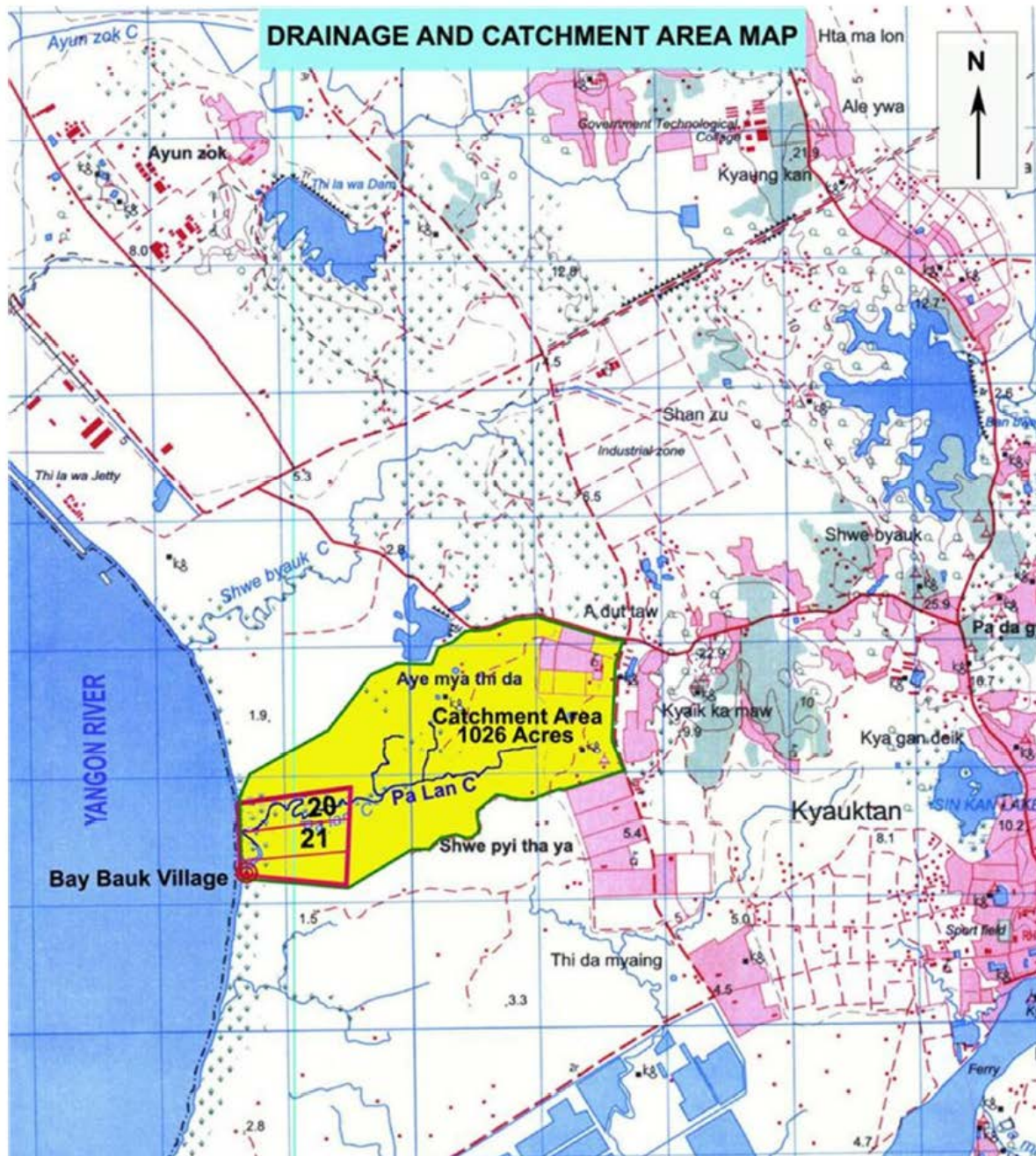


Figure 4.1-7 Drainage and Catchment Area Map of Kyauktan township.

Thilawa port area is situated east of Yangon river and five streams flow across the Thilawa port area. The three main streams and two small streams start flowing from the west of Thanhlyin – Kyauktan main road and discharge into the Yangon river. The one main stream starts flowing from the hilly region of Thanhlyin – Kyauktan main road and discharges into the HmawWun creek near Kyauktan.

The names of the four main streams are AyunZok, ShweByauk, PalanChaung (Baybauk creek) and Kayat streams and their catchment areas are 3186 hectare (7892 acre), 1632 hectare (4030 acre), 415 hectare (1026 acre) and 1302 hectare (3215 acre), respectively. The remainder is one small stream and its catchment area is 449 hectare (1109 acre). PalanChaung (Baybauk creek) flows into Yangon river

and pass through Plots 20, 21 and the triangle area of our study area (see Figure 4.1-7).

In the region, there are 3 main reservoirs, including Zarmani dam in the north, Thilawa dam in the northwest and Banbwegone dam in the south of Thilawa Special Economic Zone (SEZ) Class A area.

4.1.6. Flora and fauna

Until 1998 there is no reserved forest in Thanlyin and Kyauktan townships. Since then, about 2.3 square kilometer (557 acres) has been demarcated as reserved forest. It is found along Thanlyin-Kyauktan low lateritic hill. Small areas of mangroves are found in the south and southeastern part of this township. The common species are Kanazo, Dhani, Tayaws and some kinds of bamboo.

4.2. Social conditions

4.2.1. Population

In 2014, the estimated population in Myanmar was 51.4 million. Approximately 70 percent reside in the rural areas and 30 percent in urban areas. The densest area is in the Yangon division where about 390 people live per km².

In 2014 there were about 124,000 people in Kyauktan township as shown in Table 4.2-1.

Table 4.2-1 Total population of Kyauktan township in 2014.

Town ship	Houses	Households	Under 18 years			Over 18 years			Total		
			Male	Female	Total	Male	Female	Total	Male	Female	Total
Kyauktan	26,420	30,428	17,883	16,237	34,120	43,266	47,536	90,802	61,149	63,773	124,922

Source: Kyauktan Township Administrative Office

4.2.2. Ethnicity

The races residing in Kyauktan townships is shown in Table 4.2-2. Most of the people who live in the townships are Bamar, followed by Indian, Chinese, Kayin and Rakhine people.

Table 4.2-2 Population of different races in Kyauktan township in 2014.

No.	Race	Population
1	Kachin	3
2	Kayar	2
3	Kayin	224
4	Chin	12
5	Mon	8
6	Bamar	120,110
7	Rakhine	90
8	Shan	3
9	China	330
10	Indian	4,140
Total		124,922

Source: Kyauktan Township Administrative Office

According to the previous ESIA report for the project of infrastructure development for this area, 100% of the people live in Baybauk village in the direct and indirect impact area of the project are Bamar.

4.2.3. Religion

The religions present in Kyauktan township is shown in Table 4.2-3. More than 90% of the people living in the township are Buddhists.

Table 4.2-3 Religion in Kyauktan township in 2014

Religion	Buddhist	Christian	Hindu	Islam	Total
Number of people	120,110	1,220	3,232	360	124,922
(%)	96.2	0.9	2.6	0.3	-

Source: Kyauktan Township Administrative Office

According to the previous ESIA report for the project of infrastructure development for this area, 100% of the people live in Baybawk village in the direct and indirect impact area of the project follow Buddhism.

4.2.4. Local Economy and Livelihood

The main sources of livelihood in the Kyauktan townships are agriculture, fishing, and official employment in the government. The other livelihood activities include livestock breeding, fish farming, and betel leaf and coconut plantations. Most of casual labor is employed in the agricultural sector.

Table 4.2-4 Existing status of local livelihoods in Kyauktan township in 2014.

Type of Workers							
Government staffs	Service staffs	Agricultural	Livestock	Trader	Factory	Odd job	Other
4,305	11,000	4,307	8,706	6,637	5,378	6,569	35,851

Source: Kyauktan Township Administrative Office

4.2.5. Social Infrastructure and Service

Public transportation modes in Kyauktan township are bus and inland water transportation. There are 3 bus line within 115 vehicles servicing the Kyauktan township. Main sources of water for drinking and other use of residents is river, well/deep well reservoir. For telecommunication sector, rate of household with land phone and mobile network are about 50% covered in this township.

4.2.6. Cultural Heritage

Cultural heritage of Kyauktan township is shown in Table 4.2-5. Many religious heritages related to Buddhism, 57 pagodas and 153 Buddhist temples are located in the township.

Table 4.2-5 Cultural heritage in Kyauktan township in 2014

Type of Cultural Heritage						
Pagoda	Buddhist Temple	Church	Mosque	Hindu Temple	Chinese Temple	Total
57	153	2	2	3	1	218

Source: Kyauktan Township Administrative Office

No highly significant sites of cultural heritage or archaeological interest are found in the direct impact zone of the project. In adjacent area of the project site, there is one old monastery (ThilawaYwaOo) still remaining. Further, there is one pagoda (AlunSok pagoda), one Roman catholic church, one Hindu temple, and AlunSok Monastery in AlunSok Village.

4.2.7. Landscape

No specific landscape was identified during the field visit in the region locating the project. The project site and its surrounding area are composed of flat plains and typical rural landscapes of urban neighborhood.

4.2.8. Emergency Risk

The “Hazard Profile of Myanmar” prepared by five government ministries and departments of

Myanmar and four non-governmental agencies in July 2009 describes nine types of disasters in Myanmar: 1) Cyclone, 2) Drought/Dry zone, 3) Earthquake, 4) Fire, 5) Flood, 6) Forest Fire, 7) Landslide, 8) Storm, and 9) Tsunami. Among these, some notable natural hazards are described as follows:

4.2.8.1 Flood

Floods in Greater Yangon can be classified into three type as i) River floods; ii) Localized flood inundations in urban areas due to a combination of such factors as cloudburst, poor infiltration rate, poor drainage infrastructure (possibly due to climate change, heat island phenomenon); and in rural areas due to decrepit dams, dykes and levees and iii) Floods due to cyclone and storm surge.

Past major flood events during 1997-2007 are described in “Hazard Profile of Myanmar”, but there are only a few flood events in and around Greater Yangon as shown in Table 4.2-6.

Table 4.2-6 Past Major Floods in Yangon Region (1997-2007)

Location	Date	No. of affected households	Affected population	Deaths	Remark
Kayan Township	7 th June, 1997	1,189	5,878	0	North part of the region
Hta/16 Ward, Shwe Pyi Thar Township	8 th Sep, 2002	886	4,541	0	Along the Hlaing River left bank within Greater Yangon

Source: Hazard Profile of Myanmar, Jul. 2009

4.2.8.2 Cyclone

Cyclones that originate in the Bay of Bengal generally move westward heading for India and then turn towards Bangladesh and Myanmar. Severe cyclones tend to occur either during the pre-monsoon season from April to May or post-monsoon season from October to November.

Cyclones have three destructive forces, namely: i) storm surge, ii) heavy rainfall and iii) strong winds. According to ‘Hazard Profile of Myanmar’, 1,248 tropical storms formed in the Bay of Bengal during the period from 1887 to 2005, of which 80 storms (6.4% of the total) hit the Myanmar coast. In all, 12 cyclones caused severe damage in Myanmar mainly due to the accompanying storm surge, and the maximum death or missing toll was 138,373 caused by Cyclone Nargis in May 2008.

Cyclone Nargis also hit Greater Yangon and flood water spread on a number of Townships around Yangon City. Most of the inundated area during Cyclone Nargis are Dala, Twantay, Htantabin and Hlegu areas.

4.2.8.3 Earthquake

In the Bay of Bengal west of Myanmar, there is the Andaman Trench where the Indian Plate is moving northward and subducting underneath the Burma Plate from west to east; in east Myanmar, there is the Sagaing fault which is the boundary between Burma Plate and Sunda Plate. Hence, magnitude 7.0+ earthquakes occurred more than 16 times and six earthquakes of around magnitude 7.0 hit the main cities along the Sagaing fault such as Yangon, Bago and Mandalay from 1930 to 1956. Significantly, Yangon experienced six huge earthquakes around the 1930’s as shown in Table 4.2-7.

Table 4.2-7 Major Earthquake Records around Greater Yangon

Date	Location	Magnitude	Remarks
868	Bago	-	Shwemawdaw Pagoda fell down
875	Bago	-	Shwemawdaw Pagoda fell down
13 th Sep. 1564	Bago	-	Pagodas including Shwemawdaw and Mahazedi fell down
1567	Bago	-	Kyaikko Pagoda fell down
1582	Bago	-	Umbrella of Mahazedi Pagoda fell down
9 th Feb. 1588	Bago	-	Pagodas and other buildings fell down
30 th March 1591	Bago	-	The Great Incumbent Buddha destroyed
4 th June 1757	Bago	-	Shwemawdaw Pagoda damaged
27 th Dec. 1768	Bago	-	Ponnyayadana Pagoda fell down
24 th Aug. 1858	Pyay	-	Collapsed houses and tops of pagodas at Pyay, Henzada and Thayetmyo Felt with some damages in Innwa, Sittwe, Kyaukpyu and Yangon
8 th Oct. 1888	Bago	-	Mahazedi Pagoda collapsed
10 th Sep. 1927	Yangon	-	-
17 th Dec. 1927	Yangon	7.0	Impacts extended to Dedaye
5 th May 1930	Near Kayan, Yangon and Bago Region	7.3	Collapsed houses and other buildings in Yangon and Bago Regions. Death person in Bago and Yangon Regions were approximately 500 and 50, respectively.
27 th Mar. 1931	Yangon	-	-
16 th May 1931	Yangon	-	-
21 st May 1931	Yangon	-	-

Source: Hazard Profile of Myanmar, Jul. 2009

4.2.9. Climate Change

In the Republic of the Union of Myanmar, relatively underdeveloped, and with large parts of the country having only irregular use of electricity, if at all, Myanmar has a very low rate of carbon dioxide emissions per capita, at 0.1 metric tons per person in 1990, and rising gradually to 0.21 metric tons per person in 2004. This is in spite of the tropical climate, and the heavy use of air conditioners in the cities. Myanmar has its own oil industry, with petrol and gas used to generate electricity. Approximately 83 % of the country's electricity comes from fossil fuels, with the remainder from hydropower. As a result, liquid fuels make up 57 % of carbon dioxide emissions, and gaseous fuels make up another 39 %. The remainder comes from solid fuels and from the manufacture of cement. About 36 % of the carbon dioxide emissions in the country come from transportation, 30 % from the generation of electricity, and 15 % from manufacturing and construction. The main effect of global warming and climate change on Myanmar has been the increased risk of flooding, especially at the mouth of the Irrawaddy. The Boxing Day Tsunami in 2004 led to serious flooding of this region. The Myanmar government took part in the United Nations Framework Convention on Climate Change signed in Rio de Janeiro in May 1992. They accepted the Kyoto Protocol to the UN Framework Convention on Climate Change on August 13, 2003, and it took effect on February 16, 2005.

5. ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT

5.1. Scoping for environmental and social considerations

In order to assess likely significant environmental and social impacts, conceivable adverse environmental and social impacts by the project have been preliminary identified based on the project description and overall environmental and social conditions in the surrounding area. The impacts of pollution, natural environment, social environment, health and safety and other concerned issues are classified as A to D in accordance with the following criteria:

- A+/-: Significant positive/negative impact is expected
- B+/-: Positive/negative impact is expected to some extent
- C+/-: Extent of positive/negative impact is unknown (A further examination is needed, and the impact could be clarified as the study progresses)
- D: No impacts is expected

The environmental and social impact assessments would be examined and conducted, in accordance with the scoping matrix below, for the impacts classified as A to C.

The scoping for environmental and social considerations has been examined for two stages of the project: i) construction stage and ii) operation stage. It should be repeated that the project of infrastructure development for the area has been approved for an ESIA report before and is currently under construction. This EIA study shall evaluate only for construction and operation of factories are without consideration of the status and the impacts of activities taking place before the completion time of the infrastructure development.

Table 5.1-1 shows preliminary results of scoping for pollution, natural environment, social environment, health and safety, emergency risk, and transboundary impacts/climate change in construction and operation stages.

Table 5.1-1 Results of scoping for environmental and social assessments

Category	No.	Impact items	Evaluation		Evaluation reason
			Before/Under Construction (BC/UC)	Operation Stage (OS)	
Pollution	1	Air pollution	B-	B-	BC/UC: Emission gas from construction equipment and vehicles and dust from construction activities are anticipated to rise during construction stage. OS: PM from production processes (flour milling) and handling of commodities may have some negative impacts to the surrounding environment.
	2	Water pollution	B-	B-	BC/UC: Muddy water inflows to the environment from bare land of construction site and drainage from the lodging of construction may occur. OS: Inadequate treatment of domestic wastewater, storm water from paved surface, and possibly industrial wastewater in operation stage may cause pollution to the surrounding environment.
	3	Waste	B-	B-	BC/UC: Solid waste from land excavation and building materials is anticipated to rise somewhat. OS: Waste and byproducts from plastic pack production, oil packing lines, the flour mill, as well as domestic waste are anticipated to be produced and are of concern.
	4	Hazardous Materials	D	D	BC/UC: No hazardous material will be used or produced during construction stage. OS: There are no activities which utilize the hazardous chemicals.
	5	Soil and groundwater	D	D	BC/UC/OS: Soil and groundwater contamination during construction stage and operation stage are not expected.

*Business on Construction and Operation of Flour Processing Factory in
Thilawa Port Plots No. 20 & 21 & Triangle Land between Plots No. 21 & 22
Environment and Social Impact Assessment Report (for MIC Application)*

Category	No.	Impact items	Evaluation		Evaluation reason
			Before/Under Construction (BC/UC)	Operation Stage (OS)	
		pollution			
	6	Noise & Vibration	B-	B-	BC/UC: Increase of noise levels due to construction machines and vehicles may temporarily occur during construction stage. OS: Increase of noise & vibration levels due to operation of equipment in the factories (e.g. roller, grinder, sifter, purifier, and packaging instrument) may occur in operation stage.
	7	Ground subsidence	D	D	Impact on ground subsidence will be negligible as intake of groundwater is not planned.
	8	Offensive odor	D	D	Offensive odor is not be generated from project site.
	9	Bottom sediment	D	D	Impact on bottom sediment is not expected.
Natural Environment	10	Protected area	D	D	No protected area exists in and around the project site.
	11	Ecology	D	D	Impact of the project's activities on flora, fauna and ecosystem is not anticipated because the project site has been constructed for industrial development.
	12	Hydrology	D	D	No impact on hydrology is anticipated as the project comprises only the construction and operation of factories on an industrial designated area.
	13	Topography, geology	D	D	No impact on topography & geography is anticipated as large scale excavation work is not planned during the project implementation.
Social Environment	14	Involuntary resettlement & land acquisition	D	D	It has been confirmed that the project site is located inside an area of which infrastructure has been fully developed and ready for building the factory; thus no resettlement or land acquisition is required at this stage.
	15	Poor people	D	D	The project will not cause any negative impacts to poor people. In contrast, some job opportunity during construction and operation of factories will be provided to local people.
	16	Minority ethnic & indigenous people	D	D	No indigenous people and minority ethnic are found around the Project site.
	17	Local economy (employment & livelihood, etc.)	D	B+	BC/UC: Although some job opportunity as workers will be provided for local people during construction stage, the impact on local economy would not be considered as significant. OS: Local economy will be boosted to some extent in operation stage of the project.
	18	Land use and local resource use	D	D	No impact on land use & local resources are anticipated as the project is located inside an industrial designated area.
	19	Water use	D	C-	BC/UC: Impact on daily life water use of local people around the project site is not expected during construction stage. OS: Use of water for manufacturing processes, washing, and domestic purpose may have negative impacts to water supply for local people during operation stage.
	20	Existing social infrastructure & social services	D	D	No impact on social infrastructures & services is anticipated as the project is located in a designated area of Thilawa port.
	21	Social institutions (social capital & local decision-making institutions)	D	D	No impact on social institution is anticipated during the implementation of the project as the project is located in a designated area of Thilawa port.
	22	Uneven	D	D	It is not expected that the project's activities may cause

Category	No.	Impact items	Evaluation		Evaluation reason
			Before/Under Construction (BC/UC)	Operation Stage (OS)	
		distribution of damage & benefits			uneven distribution of benefit and damage to local people.
	23	Conflicts of interest in the region	D	D	No conflict of interests within the region may occur since the project is located in a designated area of Thilawa port.
	24	Cultural heritage	D	D	It was confirmed that there is no cultural heritage in and around the project site according to the EIA Report for the infrastructure development of project site.
	25	Landscape	D	D	It was confirmed that there is no important landscape resources and scenic spots in and around the project site.
	26	Gender	D	D	The project will not make any impact of gender discrimination. Considerations will be paid to assure that no gender discrimination will be taken place during the project implementation.
	27	Children's rights	D	D	The project will not induce any impact of children's right. Considerations will be paid to assure that no children will be involved as workforce during construction and operation stages of the project.
Health and Safety	28	Occupational health and safety	B-	B-	Impact on health and safety of workers (including risk of disease transmission (Human Immunodeficiency Virus (HIV)) may occur if appropriate measures to ensure occupational health and safety will not be taken.
	29	Community health and safety	B-	B-	BC/DC: Impact on community health and safety (e.g. traffic safety) may occur if appropriate measures to ensure community health and safety will not be taken. OS: Impact on community health and safety (e.g. food safety) may occur if appropriate measures to ensure community health and safety will not be taken during operation stage.
Other	30	Emergency Risk	B-	B-	BC/UC: Accident may occur if occupational safety will not be taken carefully during construction stage. OS: Flood risk due to heavy rain, cyclone, and tsunami is expected with a fixed probability. In addition, fire and explosion, road and river traffic accident, leak and spillover of oil to the environment may occur with a fixed probability.
	31	Transboundary impacts, climate change	D	D	The activities of the project are not expected to cause any significant transboundary impacts or climate change during construction and operation stages.

A+/-: Significant positive/negative impact is expected.

B+/-: Positive/negative impact is expected to some extent.

C+/-: Extent of positive/negative impact is unknown. (A further examination is needed, and the impact could be clarified as the study progresses)

D: No impact is expected.

5.2. Air pollution

5.2.1. Assessment item

Environmental implication of the project activities to the atmospheric environment has been evaluated by judging air quality parameters of concern in construction and operation stages, as detailed as follows:

- Air quality parameters of concern for construction stage of the project facilities are particulate matter (PM) from construction activities and exhaust gases from construction equipment and vehicles.
- Air quality parameters of concern for operation stage of the project are pollutants emitted from its operation, including particulate matter (PM).

5.2.2. Assessment method

The assessment method used for evaluating air quality parameters in construction and operation stages is qualitative judgement. Level of air quality parameters in construction and operation stages will be qualitatively determined and judged based on characteristics of activities and environmental management control applied at the project site.

5.2.3. Results and discussion

5.2.3.1 Construction stage

During construction of factories will mainly accompany with dust forming by the following activities:

- i) Transport of construction materials and waste by vehicles and open storage of the materials
- ii) Mixing, cutting, and handling construction materials
- iii) Excavation of land and building activities
- iv) Dust formed from exposed soil surface and unpaved roads

Besides, emission gas from vehicles and construction equipment may have some impact to air quality.

Dust forming from construction activities would be well controlled by construction contractors and the project proponent with simple mitigation measures. Vehicles used for transporting construction materials and open storage of materials would be covered carefully to prevent dust scattering out. Excavated land and broken and rejected materials (e.g. bricks) would be sprayed with water and covered before they are transported to other places. Unpaved roads, escort streets and construction roads would be sprayed, poured and cleaned regularly with water. In addition, dust could be partially blocked from entering the surrounding environment by installation of a sheet-metal wall around the project area.

For reducing exhaust gases from vehicles and construction machines, all vehicles and machines used in construction would be maintained in best working conditions by regular inspection and maintenance. All vehicles should be completely stopped when not working and intensive operation of construction machineries should be avoided.

5.2.3.2 Operation stage

Several types of air emissions can be generated from operation of the factories and the project activities in operation stage, the flour mill and associated activities. Table 5.2-1 below describes possible air emission generated from the project.

Table 5.2-1 Possible air emission from the project activities.

No.	Activities and facilities	Process		Air emission generated	Remark
1	Flour mill	a)	Transferring and handling (loading, unloading, unpacking, and packing) of raw materials and output products	PM	-
		b)	Milling process (screening, separation, aspiration, grinding, sifting of wheat and intermediate products)	PM	The project proponent assures that milling process is conducted in a closed process so that no PM will be generated during the process.
		c)	Analysis of product quality	PM, CO	-

As shown in Table 5.2-1, the main pollutant generated from the project activities is PM raised from handling and transferring of materials and products, as well as production processes. The following measures would be implemented by the project proponent to reduce generation of PM from handling and transferring materials and products:

- i) Cover skips and vessels, and stockpiles, especially outdoors;
- ii) Enclose silos and containers used for bulk storage of powders and fine materials;
- iii) Where enclosure is not feasible, use sprays, windbreaks, sweeping, sprinkling, and other stockpile management techniques to suppress dust;
- iv) Use closed conveyors equipped with filters to clean transport air prior to release;
- v) Use cyclones and, if necessary, and fabric filters to remove dust from exhaust air;
- vi) Remove particulate matter from the gas stream using dry cyclones, venturi scrubbers, electrostatic precipitators (ESPs) or dry filter systems, as necessary.

Similarly, generation of PM from production processes would be limited by the following measures:

- i) Performing production in enclosed system
- ii) Installation of ventilation control systems, cyclones, and fabric filters to remove dust from exhaust air

As described in Table 5.2-1, the project proponent assures that entire milling processes of wheat grain is processing in an enclosed system. Therefore, no PM would be generated from the milling processes.

5.2.4. Evaluation

In construction stage, it can be judged that the implication of construction activities to ambient air quality would be considered less than significant by employing careful environmental management control measures.

In operation stage, it can be judged that the implication of the project activities to ambient air quality in terms of air quality parameters of concern would be considered less than significant by implementing environmental mitigation measures proposed. In addition, the project proponent will regularly monitor ambient air quality at the project site to verify its compliance with the standard.

5.3. Water pollution

5.3.1. Assessment item

Environmental implication of the project activities to aqueous environment has been evaluated by assessing water quality parameters of concern in operation and closing stages, as detailed as follows:

- In construction stage, water quality parameters of concern are suspended solid which would be generated from construction activities.
- In operation stage, appropriate water quality parameters used for assessment would be selected in accordance with characteristics of considered wastewater, including stormwater, domestic wastewater, and industrial wastewater.

5.3.2. Assessment method

In construction stage, a risk assessment has been done in general with regard to application of normal environmental management and control measures.

In operation stage, the method used for assessment of water quality parameters is qualitative determination and evaluation based on proposed design of the project.

5.3.3. Results and discussion

5.3.3.1 Construction stage

The project proponent will apply adequate measures to prevent generation of wastewater from the construction site to the environment. The construction schedule would be optimized to minimize generation of bare land, excavation, filling and founding embankment. The best approach for minimizing the formation of turbid water is to implement and finish the construction work in dry season (November to next April). If construction activities would be implemented during rainy season (May to October), muddy water would be formed from exposed soil surface and then discharged to the environment. Such high turbid water may have affected to nearby water bodies. However, the impact of muddy water from the construction site to the environment will not be sufficiently significant since the scale of land excavation would not be large. In addition, the adverse impact of turbid water can be reduced significantly by installation of simple retention ponds.

Considering domestic wastewater, septic tanks would be installed at the construction site for collecting and storing wastewater from toilets. The sludge in the septic tanks would be regularly collected by Sanitary Department of Thanlyin Township to attain highest treatment efficiency for the septic tanks.

5.3.3.2 Operation stage

There are three types of wastewater discharged from the project site, which shall be concerned as potential environmental impacts, including: a) stormwater, b) domestic wastewater, and c) industrial wastewater.

a) Stormwater

Stormwater runoff from paved surfaces, roof of buildings, and silos at the project site is usually collected by drains and discharged to diversion channel and then Yangon river. Stormwater runoff collected from different areas would contain different types and concentration of contaminants. Table 5.3-1 describes characteristics of stormwater runoff from different project facilities and the surrounding area in the project site.

Table 5.3-1 Characteristics of stormwater runoff from facilities inside the project site.

No.	Facilities	Characteristics of stormwater runoff	Suggested management/treatment method
1	Flour mill	BOD, COD, TSS	Collection and treatment, as necessary
2	Internal roads, parking	BOD, COD, TSS, oil and grease, Ammonium, Nitrate, Phosphate, Borate, Chloride	Collection and treatment, as necessary
3	Waste collection points (if outdoor)	BOD, COD, TSS	Placed in covered storages

As shown in Table 5.3-1, stormwater runoff may contain significant levels of BOD, COD, TSS. Stormwater that has highly potential environmental impact is water collected from the site where loading and unloading activities will be taking place. The project proponent shall implement mitigation measures to reduce spillage of materials during transferring and handling, as mentioned in section 5.4 (solid waste). In addition, release of PM during these processes will be controlled and reduced as much as possible, as described previously in section 5.2 (air emission). Waste collection points will be placed inside designated houses or covered carefully.

In addition to implement the above mentioned mitigation measures, the project proponent will regularly monitor quality of stormwater to ensure that its quality will comply with the target standard. If necessary, the project proponent would collect and install specific treatment facility for polluted stormwater.

b) Domestic wastewater

Domestic wastewater is generated from general domestic activities, such as washing, cleaning, bathing, and toilet flushing. The activities are taking place in canteen, office building, and residential buildings. The project proponent will install septic tanks to collect and treat domestic wastewater at each building. Therefore, domestic wastewater will be treated in septic tanks before discharged to drains, channel, and rivers. In order to maintain the treatment efficiency of septic tanks, their sludge will be collected and maintained regularly by Sanitary Department of Thanlyin Township. Besides, the project proponent will monitor quality of drainage water at the outlets toward the main diversion channel and Yangon river and quality of receiving surface water bodies to ensure that their quality will comply with the target standards.

c) Industrial wastewater

According to characteristics of industrial activities of the project, industrial wastewater may not be generated from project activities.

A high volume of water will be used for tempering process during production of wheat flour in the flour mill. However, sufficient water volume would be used so that no exceeding water or wastewater would be produced from the process, as guaranteed by the project proponent.

5.3.4. Evaluation

In construction stage, it can be judged that the implication of construction activities to the surrounding aqueous environment would be considered less than significant by implementing proposed environmental management control measures.

In operation stage, the implication of stormwater from paved surfaces inside the project site to the surrounding environment would be considered less than significant with the application of environmental management controls for solid waste and air emission. Besides, monitoring of stormwater from the project site shall be conducted regularly by the project proponent.

The implication of domestic wastewater to the surrounding environment in operation stage would be considered less than significant as a result of the installation of septic tanks together with regular maintenance measures. Then no more mitigation measures are necessary.

Considering industrial wastewater in operation stage, the project proponent will implement sufficient measures to deal with industrial wastewater generated from manufacturing processes, as discussed above. Accordingly, the impact of industrial wastewater from the project activities would be considered less than significant during its operation.

5.4. Waste

5.4.1. Assessment item

Environmental implication of solid waste to the surrounding environment has been evaluated by judging all types of solid waste produced from various activities at the project site in construction and operation stages, as detailed as follows:

- In construction stage, solid waste from construction of factory has been assessed.
- In operation stage, solid waste produced from operation of office, factory has been considered.

5.4.2. Assessment method

In construction stage, a general assessment has been done regarding with application of normal environmental management and control measures.

In operation stage, environmental impact assessment of solid waste generated from activities has been conducted by evaluation on types of solid waste generated and the proposed waste management system.

5.4.3. Results and discussion

5.4.3.1 Construction stage

Solid waste generated from construction of factory in construction stage of the project consists of broken bricks, concretes, woods, iron and so on. All solid waste would be managed and disposed of properly. Broken bricks and concretes would be used for filling up construction sites with a lower altitude in the city, while woods, iron, and plastic waste would be sold or collected for recycling by private business people.

5.4.3.2 Operation phase

There are several different types of solid waste generated from activities and facilities in the project, including flour mill, a water purification system (if any), and domestic activities. Table 5.4-1 below describes features of solid waste from each activity and its proposed solid waste management and treatment.

Table 5.4-1 Solid waste management and treatment in the project.

No.	Activities and facilities	Process	Solid waste generated	Management/treatment method
1	Flour mill	Screening, separation, aspiration, and scour of wheat grain	Stone, sticks	On-site disposal
			Iron, steel particles	Sold to third party
			Barley, oats, corn	Sold to feed materials
		Dry cleaning of machine	Paper, cloth with flour and bran	Disposal
		Packing	Bags (PP, PE, Paper)	Recycle or disposal
2	Canteen	Cooking, eating, cleaning	Waste vegetables, fruits and food stuff	Sanitary landfills
			Plastic and rubber from food packaging	Recycle or Incineration
3	Water purification (if any)	Changing of filtration materials	Used filters	Disposal
4	Office	Printing, working	Paper, printer ink, batteries, computers, and mobile phones	Recycle or disposal

In addition to the waste listed in this table, waste can be formed by spillage of materials such as flour during transportation, loading, unloading, packing, unpacking, handling, and storage to the environment. Any spillage of solid materials (e.g. wheat, flour) on land surface shall be vacuumed, shoveled, swept up and placed in containers for reuse or disposal.

As presented in Table 5.4-1, solid waste generated from the activities of the project would be treated in different approaches. Firstly, the project proponent shall collect all waste generated and classify properly. The different classified waste will be stored in different bins. Waste will be recycled on-site and reused as much as possible. Accordingly, a solid waste management system for both industrial and domestic waste for the project activities is handled as shown in Figure 5.4-1.

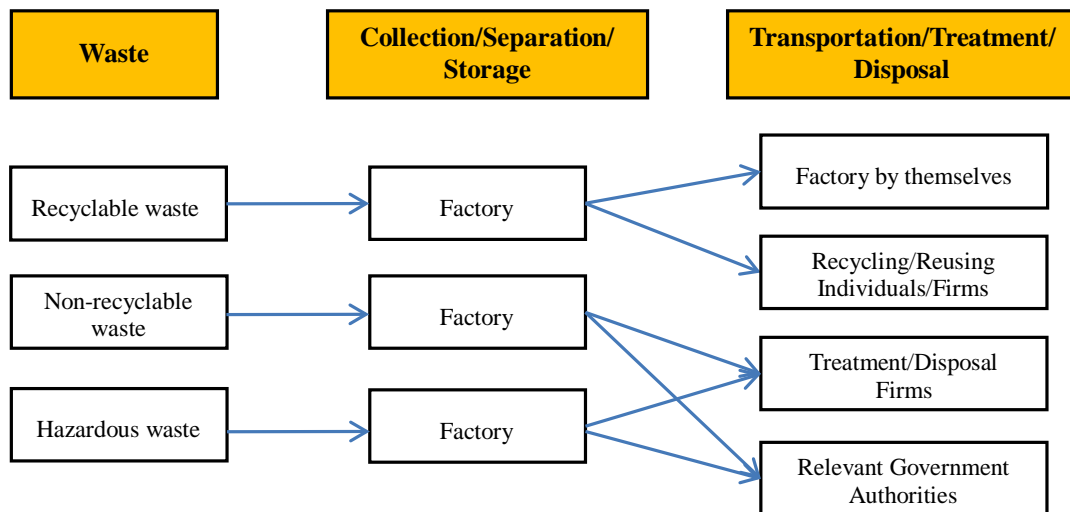


Figure 5.4-1 Solid Waste Management System for the Project.

For recyclable waste, factories will try as much as possible to recycle and reuse on-site. The remaining part of recycle waste will be sold to recycling individuals or reusing firms. Recyclable waste includes oil, plastic, rubber, paper, cartons, iron/steel particles, and rejected grains.

For non-recyclable waste, the project owner will deliver to private authorized treatment/disposal firms

or relevant government authorities (e.g. Thanlyin or Kyauktan Township) for further treatment or disposal. The treatment of non-recyclable waste can be dumping at landfill site for organic and food stuff, while the others can be incinerated.

For hazardous waste, the project owner can trust relevant government authorities or an authorized firm. At the current time, no hazardous materials are used for the production processes at the project site, however, other hazardous waste, such as batteries, computers, printer ink, and mobile phones will be collected and disposed to the authorized disposal agencies.

5.4.4. Evaluation

In construction stage, it can be judged that the implication of solid waste produced from building activities of the factory to the surrounding environment would be considered less than significant.

In operation stage, using a comprehensive solution and well-organized management for all types of solid waste, as aforementioned, the implication of solid waste generated from activities of the project to the surrounding environment would be considered less than significant.

5.5. Noise

5.5.1. Assessment item

Impacts of the project activities to the nearby area in terms of noise level in construction and operation stages have been evaluated separately as follows:

- In construction stage, noise generated from construction of the buildings would be of concern.
- In operation stage, noise level generated directly from operation of the project activities to the surrounding area would be of concern.
-

5.5.2. Assessment method

In construction stage, noise levels generated from construction activities of the project have been predicted by estimating the noise level generated from one of noisiest equipment used in the construction.

In operation stage, similarly, noise levels produced from operation of the project activities have been estimated by calculating the noise level emitted from one of noisiest equipment used in the project site.

Noise levels estimated will be compared with the applied standard for compliance. Detail calculation method and its application conditions for prediction are described in detail in the following section.

5.5.2.1 Forecast method for noise level in construction stage

In order to forecast noise level from construction activities in construction stage, the following formula prepared by the Institute of Noise Control Engineering of Japan has been adopted:

$$L_E = L_{\text{source}} - 20 \lg \left(\frac{r}{r_0} \right) - 8 - TL$$

where, L_E : Noise level at evaluation point (dB)

L_{source} : Combined sound power level at source (at reference point) (dB)

r : Distance from sound source to evaluation point (m)

r_o : Distance from sound source to reference point (1 m)

TL: Effect of soundproof by wall and window [dB]; herein TL was set as 0 [dB]

Noise level generated by one heavy equipment was set based on the ratio of operation time of each heavy equipment, as shown in the following formula:

$$L_{eq} = 10 \lg \left[a \times 10^{\frac{L_p}{10}} + (1 - a) \times 10^{\frac{L_{ambient}}{10}} \right]$$

Where, L_{eq} : Equivalent sound power level generated by one heavy equipment (dB)

L_p : Sound power level of one heavy equipment (dB)

$L_{ambient}$: Ambient noise level (dB)

a : Ratio of operation time of heavy equipment ($a=0.7$)

Noise level at source was a combination of different heavy equipment, which was calculated as follows:

$$L_{source} = 10 \lg \left[\sum_{i=1}^n 10^{\frac{L_{eq,i}}{10}} \right]$$

where, L_{source} : Combined sound power level at source (dB)

$L_{eq,i}$: Equivalent sound power level generated by one equipment at source (dB)

Conditions applied for noise level estimated from the construction site is presented in Table 5.5-1. Among construction works, excavation for groundwork and material handling would be adopted as main construction works. Noisiest equipment used for such construction works would be excavator, rough terrain crane, and crawler crane. The nearest residential house and office and adjacent factories would be 50 m from the construction sites.

Table 5.5-1 Conditions for prediction of noise level generated from the construction site in construction stage.

Heavy equipment	Noise level of equipment		Number of Equipment	Forecast Point	Land Use
	L_p (dB)	L_{eq} (dB)			
Excavator (0.4 m ³) & dump truck	103	101	1	50, 60, 70, 80, 90, 100, 150, and 200 m from noise sources	Residential area; Office and commercial area
Rough terrain crane	105	103	1		
Crawler crane	106	104	1		

Source: Technical Guideline on Environmental Impact Assessment on Road Construction Project, Highway Environment Research Institute/Japan, 2007.
Regional Sound Environmental Planning, The Institute of Noise Control Engineering/Japan, 1997

5.5.2.2 Forecast method for noise level in operation stage

Noise level from industrial activities in operation stage of the project has been predicted using the same formula as utilized in construction stage. However, the TL value, represented for effect of soundproof by wall and window, herein has been set as 30 dB.

Table 5.5-2 shows conditions applied for noise level forecast from the project site in operation stage. The adopted heavy equipment would be a diesel engine with a capacity of 3.5 MW which is one of the noisiest equipment in industrial operation. The nearest residential house would be 50 m from the project

facilities, while office and buildings would be all around the project facilities.

Table 5.5-2 Conditions for prediction of noise level generated from the project site in operation stage.

Heavy Equipment	Unit Noise Level L _p (dB)	Number of Equipment	Forecast Point	Land Use
Diesel engine with 3.5 MW capacity	120	1	10, 20, 30, 40, 50, 100, 150, and 200 m from sound sources	Office and industrial area; Residential area

5.5.3. Results and discussion

5.5.3.1 Construction stage

Table 5.5-3 shows estimated results of noise level generated from the construction site in construction stage. The construction buildings in the project site are scattered in a very large area. Some buildings are closer to residential house than others. The closest residential house would be 50 m to one of planned buildings. Similarly, the nearest office and factories would be about 50 m to one of planned buildings. The table shows that noise levels would comply with the applied standard on day time (7 am–7 pm). However, construction activities at evening and night time would be allowed for which occur at the distance not less than 60 m from adjacent office and factories. In addition, construction works at evening (7–10 pm) and night time (10 pm–7 am) would be permitted for which happen at the distance not less than 100 m and 200 m from residential houses, respectively. Accordingly, construction works at the site which does not satisfy these conditions should be avoided at evening time (7–10 pm) and/or night time (10 pm–7 am), especially operation of heavy equipment. In other words, construction schedule would be managed to implement activities at more sensitive sites on day time, while construction at less sensitive sites would be performed on evening and night time. As necessary, other mitigation measures for reducing noise level at receivers would be done such as installation of noise barriers.

Table 5.5-3 Forecast results of noise level from the construction site in construction stage.

Distance from noise source to receiver (m)	Forecast noise level (dB)	Feature of receiver	The target noise level (L _{Aeq} , dB)			Remark
			Day time (7 am–7 pm)	Evening time (7 pm–10 pm)	Night time (10 pm–7 am)	
50	66	The closest office and factories	75	65	65	Comply with the standard on day time; location of working shall be selected to comply with the standard at evening and night time
		The closest residential house	75	60	55	
60	64					
70	63					
80	62					
90	61					
100	60					
150	57					
200	54					

5.5.3.2 Operation stage

Table 5.5-4 shows forecast results of noise level from the project site in operation stage. Forecast noise level would not exceed the target standard. For the securing the safety occupational environment, employees should be worn with aural protective equipment.

Hence, it can be judged that noise generated from operation of the project in operation stage would be well controlled and managed, and would not cause any significant impact to the surrounding receivers.

Table 5.5-4 Forecast results of noise level from the project site in operation stage.

Distance from Sound Source to Receiver (m)	Forecast Noise Level (dB)	Feature of receiver	The target noise level (L _{Aeq} , dB)	
			Day time (7 am-10 pm) (10:00-22:00 for public holidays)	Evening time (10 pm-7 am) (22:00-10:00 for public holidays)
10	62	Industrial area	70	70
20	56			
30	52			
40	50			
50	48			
100	42			
150	38			
200	36			

5.5.4. Evaluation

In construction stage, the implication of construction noise to the environment would be less than significant on day time. Construction work at evening and night time should be controlled to not affect to nearby receivers or several mitigation measures should be applied to reduce noise level emitted. Besides, the project proponent shall conduct monitoring of noise level at sensitive sites. In conclusion, the impact of noise emitted from the construction site to the environment would be well controlled and managed to comply with the target standard.

In operation stage, based on results and discussion above, it can be concluded that the impact of noise from operation of the project to the environment would be considered less than significant. For employees working in the project, the project proponent shall equip appropriate personal protective equipment for those who are working in noisy environment.

5.6. Vibration

5.6.1. Assessment item

Impacts of the project activities to the nearby area in terms of vibration level in construction and operation stages have been evaluated separately as follows:

- In construction stage, construction vibration generated from construction of the project facilities has been considered.
- In operation stage, vibration level generated directly from operation of the project is of concern.

5.6.2. Assessment method

In construction stage, vibration levels generated from construction activities in construction stage have been predicted by estimating vibration levels emitted from one of highest-vibration generating equipment which would be used for construction.

In operation stage, similarly, vibration levels produced from operation of the project have been estimated by calculating vibration level emitted from one of highest-vibration generating equipment used in the project site.

Vibration levels estimated will be compared with the applied standard for compliance. Detail calculation

and its estimating conditions are described in detail in the below section.

5.6.2.1 Forecast method for vibration level in construction stage

In order to forecast vibration level from equipment operated at the construction site, the following formula prepared by Public Works Research Institute of Japan was adopted:

$$L_V = L_{V_0} - 15 \lg \left(\frac{r}{r_0} \right) - 8.68\alpha(r - r_0)$$

where, L_V : Vibration level at evaluation point (dB)
 L_{V_0} : Vibration level at reference point (dB)
 r_0 : Distance from source to reference point (m)
 r : Distance from vibration source to evaluation point (m)
 α : Internal reduction coefficient in ground (normal: 0.01, hard rock: 0.001)

Conditions applied for estimating vibration level from construction activities of the project are summarized in Table 5.6-1. Among construction works, concrete destruction by hydraulic breaker was adopted as one of the highest vibration generating works. The nearest residential house and office and adjacent factories would be 50 m from the construction sites.

Table 5.6-1 Condition for vibration forecast from construction activities in construction stage.

Heavy equipment	Vibration level of equipment, L_{V_0} (dB)	Distance at reference point, r_0 (m)	Number of Equipment	Forecast Point	Land Use
Hydraulic breaker	73	5	1	50, 60, 70, 80, 90, 100, 150, and 200 m from vibration sources	Residential area; Office and commercial area

Source: Technical Guideline on Environmental Impact Assessment on Road Construction Project, Highway Environment Research Institute/Japan, 2007.

5.6.2.2 Forecast method for vibration level in operation stage

Calculation method for vibration level generated from operational activities of the project in operation stage has been adopted as same as the method utilized in construction stage.

Conditions applied for estimating vibration level from operation of the project is presented in Table 5.6-2. Among various equipment used in operation of the project, big-scale pressing machine has been adopted as one of the highest vibration generating machines. The nearest residential house would be 50 m from the project facilities, while office and buildings would be all around the project facilities

Table 5.6-2 Conditions for vibration forecast from operation of airport.

Heavy Equipment	Vibration level of equipment, L_{V_0} (dB)	Distance at reference point, r_0 (m)	Number of Equipment	Forecast Point	Land Use
Big scale pressing machine	71	1	1	10, 20, 30, 40, 50, 100, 150, and 200 m from vibration sources	Residential area; Office and commercial area

Source: Handbook for noise and vibration regulation from factories and entities, Environmental Department of government of Kobe City, Japan 2013

5.6.3. Results and discussion

5.6.3.1 Construction stage

Table 5.6-3 shows forecast results of vibration level generated from the construction site in construction stage. In all cases, the vibration levels estimated at receivers would be much lower than the applied standard. In other words, the impact of vibration from construction activities would comply with the applied standard in all time at any position of concern.

Table 5.6-3 Forecast results of vibration level from the construction site in construction stage.

Distance from vibration source to receiver (m)	Forecast vibration level (dB)	Feature of receiver	The target vibration level (L _v , dB)			Remark
			Day time (7 am-7 pm)	Evening Time (7 pm-10 pm)	Night time (10 pm-7 am)	
50	54	Office and commercial buildings	70	70	65	Comply with the standard
		Residential house	65	65	60	Comply with the standard
60	52					
70	50					
80	48					
90	47					
100	45					
150	38					
200	32					

5.6.3.2 Operation stage

Table 5.6-4 presents estimated results of vibration level generated from operation of the project in operation stage. In all cases, the vibration levels estimated at receivers would be much lower than the applied standard. In other words, the impact of vibration from operational activities of the project would comply with the standard in all time at any position of concern.

Table 5.6-4 Forecast results of vibration levels generated from operation of the project in operation stage.

Distance from vibration source to receiver (m)	Forecast vibration level (dB)	Feature of receiver	The target vibration level (L _v , dB)			Remark
			Day time (7 am-7 pm)	Evening Time (7 pm-10 pm)	Night time (10 pm-7 am)	
10	55	Office and commercial buildings	70	65	65	Comply with the standard
20	50					
30	46					
40	44					
50	41	Residential house	65	60	60	Comply with the standard
100	32					
150	25					
200	19					

5.6.4. Evaluation

In construction stage, it can be judged that the impact of vibration generated from construction activities to the surrounding environment would be considered less than significant and then no more mitigation measures are necessary.

In operation stage, based on results and discussion above, it can be concluded that the impact of vibration generated from operation activities of the project to the surrounding environment would be considered less than significant.

5.7. Local economy

5.7.1. Assessment item

The impact of the project activities in operation stage to local economy has been examined by judging its influence to status of employment, livelihood, income of people and related issues.

5.7.2. Assessment method

The impact assessment of the project activities in terms of local economy has been performed by investigation of characteristics of project activities and their relationship to local economy in terms of assessment items as above mentioned.

5.7.3. Results and discussion

In operation stage, the project will establish the flour mill factory and facilities. The operation of these factories and facilities will demand a number of employees which will be provided by local people. Besides, auxiliary activities for the operation of the factories will recruit more local people, such as drivers, cleaning staffs, cooks, and so on. Another direct impact of the project is submitting different types of taxes and fees to local and central government.

Direct impact of the project to local economy is apparent. Nevertheless, its indirect impact will be much bigger and more influential to local and national economy. The operation of the project will require the following materials, products, and services:

- i) Food for employees,
- ii) Water and electricity for its operation
- iii) Gasoline and diesel for transportation vehicles, forklift
- iv) Other services for the project activities: transportation, logistics, telecommunication, environment and sanitation
- v) Printing paper, ink, battery, computers, table, bookcases for office operation

Besides, the project also will produce flour mill and will merchandise a number of commodities. All products with a reasonable price and quality will contribute to grow a better economy, not only for local region but also Myanmar country.

5.7.4. Evaluation

As a conclusion, the operation of the project will surely contribute to the development of local economy in terms of both direct and indirect impacts. Therefore, it can be judged that the project activities will have positive impacts on local economy during operation stage.

5.8. Water use

5.8.1. Assessment item

The impact of the project activities in operation stage to water use has been examined by judging its total water volume used for different activities of the project

5.8.2. Assessment method

The impact assessment of the project activities in terms of water use has been performed by investigation of characteristics of project activities in conjunction with current status and future perspective of water supply in the region.

5.8.3. Results and discussion

Water demand for the project activities will be required by the following activities:

- i) Flour mill
- ii) Domestic use, such as drinking, washing, cleaning, bathing, toilet flushing

As estimated by the project proponent, total water usage volume is estimated as 5-16 tons/day for initial stage and 20 tons/day for full operation of all industrial activities in Thilawa Port area plot No. (20 & 21). Water supply for the project area is the responsibility of MPA. According to MPA, water from Thilawa dam will be provided for the project area. However, it is not clear at the current time whether raw water or purified water will be received from MPA. If raw water is received from Thilawa dam, a water purification system will be set up by the project proponent. Purified water will be supplied for both processing in flour mill and domestic use. It is believed that MPA will consider the status of water supply in the region and water supply capacity from Thilawa dam to proceed the task.

5.8.4. Evaluation

As discussed above, it can be judged that water demand for the project activities will be fully supplied by MPA and would not result any significant impact to the current and future situation of water supply in the region.

5.9. Occupational health and safety

5.9.1. Construction stage

5.9.1.1 Assessment item

The assessment on occupational health and safety in construction stage of the project has been mainly done on three following categories:

- 1) Communication and training
- 2) Physical hazards
- 3) Personal protective equipment

Other issues which need to be addressed, such as air quality, noise and vibration, have been discussed in previous sections.

5.9.1.2 Assessment method

The assessment of occupational health and safety for construction of the project facilities could rely on the proposed design and layout, construction plan and general Environmental, Health and Safety (EHS) guidelines of IFC.

5.9.1.3 Results and discussion

Communication and Training

According to the project proponent, all construction workers from the contractors would undergo basic

training and instructions on working rules and time, basic sanitation and healthcare issues, as well as work safety. The safety warning signage and boards would be introduced to workers in general. Traffic safety rules at the construction site and on roads would be noticed regularly to drivers and workers.

Physical Hazards

Ergonomic factors which might cause ergonomic injuries and illness for workers, such as over-exertion, repetitive motion, and manual handling, would be paid attention by the construction contractors. Necessary working equipment would be provided for facilitating heavy duties; for example, mechanical assists would be used to lift materials, hold tools and work objects. The workers would be provided timely rest and stretch breaks during work processes. Job rotation would be also conducted frequently for workers to mitigate over-exertion and repetitive motion.

In the construction area, adequate measures will be taken for fall prevention and protection. Whenever workers work at the height over 2 meters, safety belt must be used. Safety tapes would be installed around boundary of working areas whenever construction activities are performed.

The measures would be also applied to prevent slips and falls on the same level. Sand would be spread at slippery sites or wet areas. In addition, warning sign boards would be installed to notice workers for dangers (e.g. falling into water or open canal).

Working in high-temperature conditions or working in outdoor areas in hot weather days, workers will be equipped with hard hats and provided adequate hydration (water, electrolyte drinks). Job rotation and timely rest and stretch breaks will be applied in the cases as well. In addition, first aid and physician will be arranged for severe cases occurring.

Personal Protective Equipment

Most of workers will be equipped with hard hats, rubber gloves, and safety shoes and boots. Appropriate personal protective equipment will be also provided for workers who need special cares.

5.9.1.4 Evaluation

Based on above discussions, it can be judged that the project proponent will implement sufficient measures to deal with occupational health and safety issues in accordance with general EHS guidelines of IFC during construction stage. Accordingly, the impact of the project on health and safety of workers would be considered less than significant in construction stage.

5.9.2. Operation stage

5.9.2.1 Assessment item

The assessment on occupational health and safety in operation stage of the instant noodle factory was mainly done on the following categories, in accordance with EHS guidelines for food and processing industry of IFC.

- 1) General design and operation
- 2) Communication and training
- 3) Physical hazards
- 4) Exposure to noise
- 5) Biological hazards
- 6) Chemical hazards
- 7) Exposure to heat
- 8) Infectious disease

5.9.2.2 Assessment method

The assessment of occupational health and safety during operation stage of the project could rely on the proposed design and layout of the project facilities and related EHS guidelines of IFC.

5.9.2.3 Results and discussion

General design and operation

The project facilities would be designed to ensure that its building structure is sufficiently firm for operation of production machine and workers inside. In addition, other issues would have been addressed in design of the facilities, including fire prevention, emergency exits, lavatories, eating area, lighting, and first aid.

Communication and training

According to the project proponent, all managers, staffs, and workers of the project factories and buildings must undergo basic training and instructions on working rules and time and occupational health and safety (e.g. basic sanitation and healthcare issues, work safety). The safety warning signage and boards would be introduced to employees in general. Traffic safety rules at the project site would be noticed regularly to all drivers and employees.

Physical Hazards

The floor surface of the project facilities and buildings would be kept clean and dry to prevent slippery conditions. All workers and visitors must wear anti-slip footwear once they enter factory area.

For using machine and tools, proper use and maintenance of machine would be trained carefully to workers. Ergonomic factors which might cause ergonomic injuries and illness for workers, such as over-exertion, repetitive motion, and manual handling, would be paid attention by production managers as well as general managers. For example, eye checking for products will last no longer than 4 hours for each worker.

All workers need to wear necessary personal protective equipment during working, including head cover, gown, glove and mask to protect their health.

Transferring input materials and output products in the project area will be mainly implemented by using forklift truck and containers. Therefore, traffic safety rule would be noticed to drivers and safety signage on roads would be clearly marked to prevent collision.

Exposure to Noise

As estimated in previous section, noise levels at some positions where noisy equipment is placed may exceed the standard for working at night time. Besides, noise levels inside the factory at some positions may even exceed the required limits of noise level for workers (85 dB), as guided by EHS guidelines of IFC. For the cases, mitigation measures would be done to reduce noise levels. For example, ear buds would be used for workers when they must use or approach closely to very noisy equipment.

Biological Hazards

Inhalation and ingestion of dust and aerosols in some factories or buildings might cause a serious health impact to workers. The project proponent will install ventilation system to reduce the impact of dust and aerosol formed. In addition, as aforementioned all workers must wear necessary PPE for protecting their health.

Chemical Hazards

Particulate matter and aerosols formed from transferring and handling of chemicals may cause significant impacts to health of workers. A ventilation system for such processes would be installed in the factory. In addition, workers would wear necessary PPE for protection.

Similarly, VOC formed during heating thermoplastics would be a threat to health of workers. Ventilation system and mitigation measures would be established to control effectively release of VOC from the production.

Fire in plastics manufacturing facilities may generate black acrid smoke and poisonous gases including carbon monoxide. The fires may spread quickly and be difficult to extinguish. Sources of ignition should be controlled by prohibiting smoking and hot work in high risk areas. Firefighting plan and emergency response plan would be established by the project proponent, as discussed in detail in next section.

Exposure to Heat

Heating thermoplastics for forming of plastic products is a process which might cause workers to expose to heat. In practical, limited workers will work closely to the forming system in the factory. In addition, strict control regulation and rules for operation of the system would be followed by all workers.

Infectious Disease

At its maximum production capacity, the project would employ about 300 staffs and workers. The risk for transmission of diseases at the project site among employees is likely, including sexually-transmitted diseases (e.g. HIV/AIDS), influenza, infectious tuberculosis (TB), measles, rubella (German measles), pertussis (whooping cough), meningococcal disease (meningitis). Such risk may be minimized by regular medical check and education on prevention of diseases for workers.

5.9.2.4 Evaluation

Based on above discussions, it can be judged that the project proponent will pay sufficient attention and implement adequate measures to deal with occupational health and safety issues in accordance with general EHS guidelines of IFC during operation stage. Accordingly, the impact on health and safety of workers during operation of the factory would be minimized and considered less than significant.

5.10. Community Health and Safety

5.10.1. Construction stage

5.10.1.1 Assessment item

The impact of construction activities to community health and safety mostly focuses on the following categories:

- i) Traffic safety
- ii) Disease prevention

5.10.1.2 Assessment method

The assessment of community health and safety for construction of the project facilities could rely on the proposed design and layout, construction plan and general Environmental, Health and Safety (EHS) guidelines of IFC.

5.10.1.3 Results and discussion

Traffic Safety

To ensure traffic safety, all drivers must have driving license. All workers will attend training and course on site traffic safety. In addition, brief instruction and notice will be given to all workers every day.

Disease Prevention

Each worker who will be approved to participate in the construction must undergo a medical checkup to ensure his/her health and to prevent the occurrence of communicable diseases. During construction all workers would be occasionally checked up by physician.

To prevent vector-borne diseases, the project proponent would frequently conduct sanitation measures such as application of insecticides, and elimination of unusable impounded water, especially in rainy season. Adequate drainage throughout the camp of workers would be constructed to ensure that disease vectors, such as stagnant water bodies and puddles, do not form. Septic tanks and garbage bins would be set up at the construction site, which shall be regularly cleared by the contractors to prevent outbreak of diseases. Besides, the project proponent would also cooperate with local administrative bodies to prevent and eliminate vector-borne diseases if required.

5.10.1.4 Evaluation

Based on above discussions, it can be judged that the project proponent will implement sufficient measures to deal with community health and safety issues in accordance with general EHS guidelines of IFC during construction stage. Accordingly, the impact of the project on health and safety of community would be considered less than significant in construction stage.

5.10.2. Operation stage

5.10.2.1 Assessment item

The assessment on community health and safety in operation stage of the project has been mainly done on the following categories, in accordance with EHS guidelines for food and processing industry and general EHS guidelines of IFC.

- i) Process, equipment and staff hygiene
- ii) Food safety impact and management
- iii) Traffic safety
- iv) Prevention of infectious disease

5.10.2.2 Assessment method

The assessment of community health and safety during operation stage of the project could rely on the proposed design and layout of the project facilities and related EHS guidelines of IFC.

5.10.2.3 Results and discussion

Process, equipment and staff hygiene and food safety impact and management will be paid attention for operation of the flour mill and the oil packing plant. Traffic safety and prevention of infectious disease will be concerned during operation of all project facilities and buildings.

Process, equipment and staff hygiene

The food factories, including the flour mill and the oil packing plant will be designed based on straight production lines where products will always move from “dirty” (area of raw/input materials) to “clean” area (area of formed products). The design will avoid recontamination of products. Moreover, the

factory will design and guide workers to only move from “clean” area to “dirty” area.

Daily cleaning of equipment is implemented to ensure that production machines and conveyor belts are sufficient clean. Solid waste generated from production lines is collected within one day to prevent putrefaction.

Especially, all workers and staffs would be trained in food safety issues and follow established procedure for wearing PPE, hand washing, and cleaning body before entering the production area. All workers must wear working attire (gown, mask, head cover, slipper) and not wearing any jewelries and accessories inside the production area. Every person must perform carefully hand washing (washing hand, drying, using disinfectant) and cleaning body (e.g. air shower, if necessary) before getting into the factories.

Food safety impact and management

The food factories would apply programs for food safety impact and management. Sanitation would be done for every production machine and instrument as aforementioned. Hygiene for employee is strictly applied to prevent contamination. Pest control is highly paid attention to prevent pest entering the production area. For example, net is equipped for inlet point for intake of fresh air from atmosphere to prevent pest intrusion.

In addition, chemical control is required to prevent contamination from chemicals released from sub-processes (e.g. cleaning) or during transferring and handling from the wharf to the factories. For example, cleaning equipment of which operation is owing to diesel engine cannot be used when there is any other production line running.

Traffic Safety

Similar to previous section, all drivers in charge of transporting output products must have driving license. All drivers shall attend training and course on traffic safety regularly. Monitoring for traffic accidents shall be applied to evaluate the track record of drivers.

Infectious Disease

Training and education for employee on disease prevention for communicable diseases shall be conducted regularly. Medical checkup for all employees before recruitment shall be done to make initial screening.

To prevent vector-borne diseases, each factory and buildings will usually conduct sanitation measures such as application of insecticides and elimination of unusable impounded water. Besides, the project proponent would cooperate with local administrative bodies to prevent and eliminate vector-borne diseases if required.

In summary, disease prevention can be well managed and controlled by the project proponent to minimize the transmission of diseases by simple and appropriate measures.

5.10.2.4 Evaluation

Based on above discussions, it can be judged that the project proponent will implement sufficient measures to deal with community health and safety issues in accordance with relevant EHS guidelines of IFC during operation stage. Accordingly, the impact on health and safety of community during operation of the project would be minimized and considered less than significant.

5.11. Emergency risk

5.11.1. Construction stage

5.11.1.1 Assessment item

The assessment on emergency risk in construction stage of the project has been mainly done on occupational accidents which include site traffic accident.

5.11.1.2 Assessment method

The assessment of emergency risk in construction of the project facilities could rely on the implementation of mitigation measures for occupational health and safety and its response plan when the accident occurs.

5.11.1.3 Results and discussion

As discussed previously on the section of occupational health and safety, it is expected that the project proponent would implement adequate measures on occupational health and safety, as guided by IFC, to prevent occurrence of occupational accidents. The mitigation measures will comprise a series of issues, such as traffic safety, over-exertion, falling and slip, collisions with construction equipment, and so on. By performing proposed mitigation measures seriously, the likelihood of occurrence of accident would be minimized as much as possible.

Once an accident occurs, the victims should be detected and rescued as soon as possible. Before transferring to hospital as necessary, the victims shall be provided first aid on-site. Accordingly, the project proponent or its construction contractors would prepare an emergency response plan in which detail response actions would be described and instructed step by step. The emergency response plan would be trained and propagated to construction manager, safety manager, and all employees. Working rules would be drawn to ensure that no employee working in high risk environment would work alone or without supervision of another. Alarming devices or camera would be equipped, as necessary, to detect any accident happening. First aid station or person in charge of shall be placed at the construction site.

5.11.1.4 Evaluation

Based on above discussions, it is believed that the project proponent together with its contractors would reduce the likelihood of accident occurring in construction stage and would response quickly and efficiently to any accident.

5.11.2. Operation stage

5.11.2.1 Assessment item

Emergency risk assessment in operation stage of the project has been evaluated based on the following risks:

- i) Flood risk
- ii) Fire and explosion
- iii) Road and river traffic accident
- iv) Spillage of oil to the environment

5.11.2.2 Assessment method

The assessment on emergency risk in operation stage of the project has evaluated each risk items, as above mentioned, based on (a) likeliness of risk occurrence and (b) emergency preparedness and response plan of the project proponent to cope with risk happening.

The likeliness of risk occurrence has been assessed based on the design and operation manner of the project.

Emergency preparedness and response of the project has been assessed based on operation manner and their response plan in accordance with IFC guidelines.

5.11.2.3 Results and discussion

Flood risk

The proposed project site is to be located in a flat and broad land at the east bank of the Yangon River. The natural terrain elevation (mean sea level or MSL) is about 4.5 m. Therefore the area close to the river mouth has potential risk of flood. The project proponent would refer to the flood prevention standards and analyzed flood conditions in the neighborhood to determine reasonable elevations for the proposed project facilities. As the result, the project site shall be embanked up to 5.0 m so as to satisfy the requirement for flood prevention by referring the highest recorded flood level.

Fire and explosion

Fire and explosion may occur during the operation stage. Fire and explosion may happen at places for storing of flammable materials, such as resin, plastic products, paper, and carton. Firstly, design of project facilities would minimize possibility of fire occurrence and ease of firefighting and evacuation plan. Sources of ignition should be controlled by prohibiting smoking and hot work in high risk areas. The facilities would be constructed using fire resistant materials, to the extent feasible. In addition, fire precaution system would be designed, including an addressable fire alarm and detection system. The system would consist of smoke detectors and fire alarm controls. Emergency lights would be equipped to guide people during emergency cases. Emergency exits and clear passage must be of concern. Fire extinguishers, fire hose reel, fire sprinklers would be equipped where essential.

Finally, firefighting plan and the emergency response plan would be established by the project proponent. The emergency response plan would be trained and propagated to construction manager, safety manager, and all employees. Working rules would be drawn to prevent fire and explosion. A firefighting team would be established and firefighting drills would be regularly performed. First-aid station would be established and well equipped for the project site.

Road and river traffic accident

As discussed previously on the section of occupational and community health and safety, it is expected that the project proponent would implement adequate measures on traffic safety, as guided by IFC, to prevent occurrence of traffic accidents both on internal and external roads as well as for river traffic. Traffic safety would be secured by employing a comprehensive approach. Traffic safety rules would be regularly trained and obeyed by drivers and related personnel. All drivers must have driving license. Transportation vehicles and forklifts should be maintained regularly to keep at the best conditions. By performing proposed mitigation measures seriously, the likelihood of occurrence of traffic accident both on road and on river would be minimized as much as possible.

Spillage of oil to the environment

For prevention of spillage of oil to the environment, as aforementioned, the oil tank farm and

transferring pipeline would be designed and constructed properly to meet required standards to prevent the spillage of oil to the environment.

Emergency response plan for oil spillage would be established by the project proponent. The project proponent would develop two types of response actions, corresponding to the spillage on land and on river. The spillage of oil on land, especially at the tank farm, would be minimized by regular inspection. Early detection of oil spillage is an important factor to reduce the outcome. The oil tank farm would be regularly checked to early discover any spillage. The automatic system for detection of spillage or leakage may be equipped. Once the spillage occurs, the project proponent would try to stop the spillage and collect quickly the spilled oil and have appropriate treatment and disposal. The spillage of oil on river must be again quickly detected. The response actions for oil spillage on river would be more difficult and need cooperation from different rescue forces.

5.11.2.4 Evaluation

The project proponent will pay a lot of attention on its design and operation manner to minimize the likeliness of emergency risk. In addition, the project proponent will prepare corresponding emergency response plans and hold emergency response drills regularly. With consideration of the issues, it can be judged that emergency risk would be well controlled and handled in accordance with IFC guidelines by the project proponent during operation of the project.

5.12. Proposed Corporate Social Responsibility Program

The Project Proponent will have regular programs to contribute to social activities by using 1% of net profit on this project. The project proponent's corporate philanthropy program of the Project Proponent's group has created trusted relationships with communities in China, Singapore, Malaysia, Indonesia and Myanmar surrounding where such group entities operate.

In Myanmar, the project proponent will focus on education and healthcare. The project proponent has so far organized a free Eye Disease Treatment program in November 2013 in Meiktila in efforts to restore sight to the under-privileged. This program provided complimentary eye disease diagnoses to 5,000 patients and corrective operations to 700 in addition to medicine, transportation and meals. In February 2014, the project proponent organized "Wilmar Eye Disease Treatment Donation Drive" in Htigyint Township and Kathar District. During the four-day event, needy patients were provided with eye examinations and minor to major eye operations. A total of 3,073 patients in Meiktila were provided with eye examinations and 432 were operated on.

With regard to education, the project proponent intends to provide bursaries for under-privileged high school and middle school students living in the communities around the project site.

In addition, the project proponent is rolling out plans to donate purified drinking water in the Mandalay and Sagaing region.

5.13. Summary of impact assessment results

Assessment on environmental and social considerations has been implemented based on the project description and surrounding environmental and social conditions of the project site, in accordance with IFC General Guidelines on Environmental, Health, and Safety (2007).

The impacts of pollution, natural environment, social environment, and other concerned issues were

classified as A to D in accordance with the following criteria:

- A+/-: Significant positive/negative impact is expected
- B+/-: Positive/negative impact is expected to some extent
- C+/-: Extent of positive/negative impact is unknown (A further examination is needed, and the impact could be clarified as the study progresses)
- D: No impacts is expected

The following table summarizes assessment results on different aspects, including pollution, natural environment, social environment, health and safety, emergency risk and transboundary/climate change in construction and operation stages. Assessment results in the table are presented for different periods of studies: i) scoping and ii) EIA evaluation.

Table 5.13-1 Results of environmental and social impact assessments in construction and operation stages.

Category	No.	Impact items	Evaluation during Scoping		EIA evaluation		Reason for EIA evaluation
			Before/ Under Construction (BC/UC)	Operation Stage (OS)	Before/ Under Construction (BC/UC)	Operation Stage (OS)	
Pollution	1	Air pollution	B-	B-	B-	B-	BC/UC: Emission gas from construction equipment and vehicles and dust from construction activities would be well controlled and thus expected to have negligible impacts during construction stage. OS: PM from production processes (flour milling) and transferring and handling of materials and products would be significantly minimized and properly discharged and treated. Therefore, the impacts of air emission from the project activities would be less than significant.
	2	Water pollution	B-	B-	B-	B-	BC/UC: Impact of wastewater generated from construction site would not be significant because construction schedule will be optimized to either take place in dry season or reduce the generation of turbid water. Muddy water, if any, would be collected in simple retention ponds. Domestic wastewater would be collected and treated by septic tanks as well. OS: The impacts of stormwater, domestic and industrial wastewater generated from the project site would be less than significant during operation stage. Spillage of materials and release of PM during storage, transferring, and handling of materials would be minimized and controlled efficiently so that stormwater from the project would not be contaminated. Domestic wastewater and washed water for cleaning facilities would be collected and treated in well maintained septic tanks. Any industrial wastewater generated from production and associated processes would be treated properly.
	3	Waste	B-	B-	B-	B-	BC/UC: Solid waste from construction site would be well managed and properly disposed so that the impact of solid waste during construction stage would be less than significant. OS: Solid waste generated from the project activities would be collected, classified and treated or disposed of properly by a well-designed system. Recyclable waste would be either on-site recycled by the project proponent or recycling individuals/firms. Non-recyclable and hazardous waste would be transported and treated by authorized firms. Spillage of materials would be collected and cleaned for reusing or disposal. Therefore, the impacts of solid waste generated from the project activities would be considered less than significant during operation stage.
	4	Soil and groundwater pollution	D	C-	D	D	Soil and groundwater contamination is not expected.

Category	No.	Impact items	Evaluation during Scoping		EIA evaluation		Reason for EIA evaluation
			Before/ Under Construction (BC/UC)	Operation Stage (OS)	Before/ Under Construction (BC/UC)	Operation Stage (OS)	
	5	Noise & Vibration	B-	B-	B-	B-	BC/UC: Vibration emitted from construction equipment and vehicles would be considered less than significant because the construction site is far enough from receivers. Noise generated from construction activities would comply with the applied standard on day time. However, construction activities at evening and night time should be managed to not affect to surrounding sound receivers. OS: Noise and vibration generated from operation of the project activities in operation stage would be considered less than significant. Noise and vibration levels estimated at most of surrounding receivers would comply with the standards. The unique attention is the case that workers standing (<20 m) near big machines at night time should wear sound-proof aural devices.
	6	Ground subsidence	D	D	N/A	N/A	Impact on ground subsidence will be negligible as intake of groundwater is not planned.
	7	Offensive odor	D	D	D	D	Offensive odor from project area is not anticipated.
	8	Bottom sediment	D	D	D	D	Impact on bottom sediment is not expected.
Natural Environment	9	Protected area	D	D	N/A	N/A	No protected area exists in and around the project site.
	10	Ecology	D	D	N/A	N/A	Impact of the project's activities on flora, fauna and ecosystem is not anticipated because the project site has been constructed for industrial development.
	11	Hydrology	D	D	N/A	N/A	No impact on hydrology is anticipated as the project comprises only the construction and operation of factories on an industrial designated area.
	12	Topography, geology	D	D	N/A	N/A	No impact on topography & geography is anticipated as large scale excavation work is not planned during the project implementation.
Social Environment	13	Involuntary resettlement & land acquisition	D	D	N/A	N/A	It has been confirmed that the project site is located inside an area of which infrastructure has been fully developed and ready for building the factory; thus no resettlement or land acquisition is required at this stage.
	14	Poor people	D	D	N/A	N/A	The project will not cause any negative impacts to poor people. In contrast, some job opportunity during construction and operation of factories will be provided to local people.
	15	Minority ethnic & indigenous people	D	D	N/A	N/A	No indigenous people and minority ethnic are found around the Project site.
	16	Local economy (employment & livelihood, etc.)	D	B+	D	B+	BC/UC: Although some job opportunity as workers will be provided for local people during construction stage, the impact on local economy would not be considered as significant. OS: Local economy will be boosted to some extent in operation stage of the project.
	17	Land use and	D	D	N/A	N/A	No impact on land use & local resources are anticipated as the project is located inside

Category	No.	Impact items	Evaluation during Scoping		EIA evaluation		Reason for EIA evaluation
			Before/ Under Construction (BC/UC)	Operation Stage (OS)	Before/ Under Construction (BC/UC)	Operation Stage (OS)	
		local resource use					an industrial designated area.
	18	Water use	D	C-	D	C-	BC/UC: Impact on daily life water use of local people around the project site is not expected during construction stage. OS: Use of water for manufacturing processes, washing, and domestic purpose would be negligible because water volume used for the project would be supplied from Thilawa dam and would be considered comprehensively by MPA.
	19	Existing social infrastructure & social services	D	D	N/A	N/A	No impact on social infrastructures & services is anticipated as the project is located in a designated area of Thilawa port.
	20	Social institutions (social capital & local decision-making institutions)	D	D	N/A	N/A	No impact on social institution is anticipated during the implementation of the project as the project is located in a designated area of Thilawa port.
	21	Uneven distribution of damage & benefits	D	D	N/A	N/A	It is not expected that the project's activities may cause uneven distribution of benefit and damage to local people.
	22	Conflicts of interest in the region	D	D	N/A	N/A	No conflict of interests within the region may occur since the project is located in a designated area of Thilawa port.
	23	Cultural heritage	D	D	N/A	N/A	It was confirmed that there is no cultural heritage in and around the project site according to the EIA Report for the infrastructure development of project site.
	24	Landscape	D	D	N/A	N/A	It was confirmed that there is no important landscape resources and scenic spots in and around the project site.
	25	Gender	D	D	N/A	N/A	The project will not make any impact of gender discrimination. Considerations will be paid to assure that no gender discrimination will be taken place during the project implementation.
	26	Children's rights	D	D	N/A	N/A	The project will not induce any impact of children's right. Considerations will be paid to assure that no children will be involved as workforce during construction and operation stages of the project.
Health and Safety	27	Occupational health and	B-	B-	B-	B-	BC/DC: The project proponent would request construction contractors to fulfill adequately measures regarding to occupational health and safety, in accordance to

Category	No.	Impact items	Evaluation during Scoping		EIA evaluation		Reason for EIA evaluation
			Before/ Under Construction (BC/UC)	Operation Stage (OS)	Before/ Under Construction (BC/UC)	Operation Stage (OS)	
		safety					related IFC guidelines. The measures would account on communication and training, physical hazards, and personal protective equipment. As a result, the impact on health and safety of workers would not be significant during construction stage. OS: Occupational health and safety would be paid high attention by the project proponent during operation stage. A variety of measures would be implemented to deal with a number of OHS issues, including general design and operation, communication and training, physical hazards, exposure to noise, biological hazards, chemical hazards, exposure to heat, and infectious disease. Therefore, the impact on health and safety of all employees would be considered as less than significant during operation stage.
	28	Community health and safety	B-	B-	B-	B-	BC/DC: Impact on community health and safety, including traffic safety and disease prevention would not be significant during construction stage because the contractors would be requested to apply adequate measures for the concerned issues. OS: Impact on community health and safety, including food safety issues, traffic safety, and infectious disease would be considered as less than significant since the project proponent would conduct appropriate measures, in accordance with related IFC guidelines, to ensure community health and safety.
Other	29	Emergency risk	B-	B-	B-	B-	BC/UC: Occupational safety including site traffic safety will be conducted seriously, in accordance with IFC guidelines. Therefore, traffic and occupational accidents would be minimized during construction stage. OS: Probability of occurring flood risk, fire and explosion, road and river traffic accident, leak and spillover of oil to the environment would be minimized by performing proposed mitigation measures in both design of facilities and their operation manner. Emergency response plans would be established for each type of risk and would be trained and drilled regularly. Therefore, emergency risk would be well controlled and handled during operation stage of the project.
	30	Transboundary impacts, climate change	D	D	N/A	N/A	The activities of the project are not expected to cause any significant transboundary impacts or climate change during construction and operation stages.

A+/-: Significant positive/negative impact is expected.

B+/-: Positive/negative impact is expected to some extent.

C+/-: Extent of positive/negative impact is unknown. (A further examination is needed, and the impact could be clarified as the study progresses)

D: No impact is expected.

6. CUMULATIVE IMPACT ASSESSMENT

In the yard area of Thilawa Port Plots No. 20 & 21 & Triangle Land between Plots No. 21 & 22, the following factories/facilities will be constructed besides of construction of flour processing factory (7.4 Acre) at this moment as shown in Figure 3.2-1.

- 1) Logistic Area (8.2 Acre)
- 2) Tank farm & Edible Oil Project (10.2 Acre)
- 3) Food Project Area (14.2 Acre)
- 4) Fertilizer & Non-Food Project Area (18.0 Acre)
- 5) Container Yard (22.8 Acre)
- 6) Other project to be planned (9.0 Acre)

As for cumulative impacts, most of the environmental and social impacts from the above factories/facilities will be generated individually. But the following impacts will be cumulated after operation of all factory/facilities.

- 1) Air Pollution
- 2) Noise
- 3) Water pollution
- 4) Waste

As the assessment of cumulative impact, air pollution, noise, water pollution, waste, community health and safety is evaluated as shown in the Table 6.1-1.

Table 5.13-1 Results of Cumulative Impact Assessment

No.	Element	Assessment of Cumulative Impacts
1	Air pollution	Air emissions (NOx, SO ₂ , CO, PM etc.) will be increased due to increasing number of furnace facilities to be installed. In order to minimize air pollution, each factory/facility shall comply with target levels of emission gas by proper mitigation measures such as installation of treatment system, and use of available clean fuel as much as possible.
2	Water pollution	Water pollution load (BOD, COD, SS, Oil & Grease etc.) will be increased due to operation of the planned factories and facilities. Thus domestic wastewater and washed water for cleaning facilities would be collected and treated in well maintained septic tanks or common large-scaled septic tank. Any industrial wastewater generated from production and associated processes would be treated properly in accordance with characteristic of wastewater from each factory/ facility.
3	Waste	Amount of solid waste will be increased due to operation of the planned factories and facilities. In order to minimize amount of solid waste, each factory/ facility shall implement solid waste management by themselves such that solid waste generated from the project activities would be collected, classified and treated or disposed of properly by a well-designed system. Recyclable waste would be either on-site recycled by the project proponent or recycling individuals/ firms. Non-recyclable and hazardous waste would be transported and treated by authorized firms. Spillage of materials would be collected and cleaned for reusing or disposal.
5	Noise	Noise level will be increased due to operation of the planned factories and facilities. In order to minimize noise impact, each factory/facility shall comply with target levels of noise level by proper mitigation measures such as installation of noise barrier (as necessary), and low noise emission type of machines as much as possible.

7. ENVIRONMENTAL MANAGEMENT PLAN

Environmental Management Plan for the project will consist of two components:

- 1) Environmental mitigation and consideration measures which shall be taken in the course of the project implementation in construction and operation stages. The measures have been examined based on project description and assessment results of environmental and social impacts.
- 2) Environmental monitoring plan to supervise/examine the implementation of proposed environmental mitigation and consideration measures and to investigate the surrounding environment under the influence of the project activities during construction and operation stages.

7.1. Environmental mitigation and consideration measures

7.1.1. Construction stage

Environmental mitigation and consideration measures in construction stage for different aspects including pollution, natural environment, social environment, health and safety, emergency risk and climate change are summarized in the following table. Most of environmental management controls will be implemented by the Contractor of construction work under management of the project proponent.

Table 7.1-1 Environmental mitigation and consideration measures in construction stage.

Category	Item	Environmental mitigation and consideration measures	Person in charge of
Pollution	Air pollution	<ul style="list-style-type: none"> ○ Covering transportation vehicles and open storage of materials will be implemented ○ Spraying water for unpaved and construction roads will be adopted. ○ Prohibition of idling will be implemented. ○ Intensive operating of the construction machinery will be avoided. ○ Construction equipment, machines and vehicle will be inspected and maintained regularly. 	Contractor
	Water pollution	<ul style="list-style-type: none"> ○ Construction will be tentatively conducted in dry season. ○ The construction schedule will be optimized to minimize the generation of bare land, excavation, filling, and founding embankment. ○ Settling ponds or simple turbid water treatment will be installed as necessary. ○ Disposable septic tank will be set up at construction site. 	Contractor
	Waste	<ul style="list-style-type: none"> ○ Excavated land and construction waste will be utilized to embankment work and filling for low land as much as possible. ○ Scrap material by removal of structure will be utilized as recyclable materials as much as possible. ○ Exceeding and non-utilized waste will be collected and disposed properly to a designated dumping site. 	Contractor
	Noise and Vibration	<ul style="list-style-type: none"> ○ Restriction operation hours of construction machines including vehicle operation at some locations at evening and night time ○ Paying attention when dropping materials from a height. ○ Ensuring that noise reduction devices such as mufflers are fitted, if necessary and operating effectively; ○ Adopting off-site or other alternative ways that minimize resulting noise level, if possible. ○ Installing noise insulation walls around the construction site, as necessary ○ Speed limit will be obeyed by drivers. ○ Advanced notice for construction work time will be informed to residences, as necessary. 	Contractor
Health and Safety	Occupational Health and Safety	<ul style="list-style-type: none"> ○ Providing training on task (e.g. working rule and time) and basic OHS (e.g. sanitation and healthcare issues) for all workers. ○ Installation of warning signage and boards, safety tapes at construction site. ○ Providing instructions and trainings on traffic safety rules for all workers, especially ones driving construction vehicles. ○ Mechanical assisting instrument/tools, timely rest and stretch breaks will be provided to mitigate over-exertion and repetitive motion. 	Contractor

Category	Item	Environmental mitigation and consideration measures	Person in charge of
		<ul style="list-style-type: none"> ○ Inspection on anti-slippery measures and cleanliness of lavatories shall be performed regularly. ○ Establishing well-equipped first aid stations at construction site. ○ Appropriate PPE (glove, hard hat, safety boots, safety belts) will be equipped for workers as necessary; providing adequate hydration and taking rest/break frequently for workers at hot weather conditions. ○ Implementing initial and periodic medical health check for all workers, as necessary. 	Contractor
	Community Health and Safety	<ul style="list-style-type: none"> ○ Providing trainings and certification for vehicle drivers and regular maintenance of vehicles. ○ Regularly conducting sanitation measures at construction site to prevent larval & adult propagation for vector-borne diseases. ○ Training and instructions on disease precaution (HIV, influenza) shall be conducted regularly. 	
Other	Emergency risk	<ul style="list-style-type: none"> ○ Mitigation measures for occupational health and safety, as above mentioned, will be conducted seriously, in accordance with IFC guidelines, to minimize occurrence of occupational accidents (including site traffic accident) ○ Inspection on compliance with safety rules will be implemented regularly. ○ An accident emergency response plan will be prepared and trained to all employees. ○ First aid station or person in charge of will be placed at the construction site 	Contractor

7.1.2. Operation Stage

Environmental mitigation and consideration measures in operation stage for different aspects including pollution, natural environment, social environment, health and safety, emergency risk, and climate change are summarized in the following table. Most of environmental management controls will be implemented by the project proponent.

Table 7.1-2 Environmental mitigation and consideration measures in operation stage.

Category	Item	Environmental mitigation and consideration measures	Person in charge of
Pollution	Air pollution	<ul style="list-style-type: none"> ○ Covering skips and vessels, and stockpiles, especially outdoors ○ Using sprays, windbreaks, sweeping, sprinkling, and other stockpile management techniques to suppress dust. ○ Performing production in enclosed system. ○ Installation of ventilation control systems, cyclones, and fabric filters to remove dust from exhaust air, as necessary. ○ Discharging exhaust gas to stacks with sufficient height ○ Regular monitoring of ambient air quality (SO₂, NO₂, CO, PM₁₀, PM_{2.5}) 	General manager, production manager, environmental manager
	Water pollution	<ul style="list-style-type: none"> ○ Installation of oil separators/traps at drain inlets as necessary. ○ Waste collection points will be placed inside designated houses or covered carefully. ○ Regularly monitoring of storm water ○ Installation of septic tanks with sufficient treatment capacity ○ Regular maintenance of septic tanks and collection of sludge from the tanks by YCDC. ○ Regular monitoring of drainage water at the outlets toward the main diversion channel and Yangon river ○ Regular monitoring of receiving surface water bodies. ○ Industrial wastewater, if any, would be collected, treated, and disposed of properly. 	General manager, environmental manager
	Waste	<ul style="list-style-type: none"> ○ Establishing a comprehensive solid waste management system (waste collection with records, waste recycling, systematic waste storage condition, proper waste disposal system) ○ Segregating waste onsite and storing waste in separate containers in designated storage facilities before collecting by authorized waste management company. 	General manager, production manager, environmental manager

Category	Item	Environmental mitigation and consideration measures	Person in charge of
		<ul style="list-style-type: none"> Regular inspection shall be implemented for controlling and detecting any leak and spillage of materials and waste stored. Spillage of materials will be collected and cleaned immediately; collected spilled materials will be reused or disposed of properly Onsite recycling of waste will be done as much as possible Non-recyclable and hazardous waste will be transported, treated, and disposed of properly by authorized waste management firms. Monitoring of waste generated, recycled, and disposed 	
	Noise and vibration	<ul style="list-style-type: none"> Employees working near noisy equipment will be worn with aural protective equipment Installing sound barriers and deflectors around the factories, if necessary. Well maintenance of machines and equipment at the project site to avoid unnecessary noise production. 	Production manager, safety manager
Social environment	Local economy	<ul style="list-style-type: none"> No mitigation and consideration measures will be adopted 	
	Water use	<ul style="list-style-type: none"> Reuse and recycle water as much as possible. Improvement of design and technology for domestic and industrial activities to save usage water volume 	Production manager
Health and Safety	Occupational health and safety (OHS)	<ul style="list-style-type: none"> Inspection on safety of building structure, clear passages to emergency exits, cleanliness of lavatories, and lighting systems shall be performed regularly to ensure all systems are operating properly as design. Establishing well-equipped first aid stations which should be easily accessible and operates 24 hours per day. Providing training on task, basic OHS, and hazardous material management for all employees. Instituting safety signs and pavement marking for vehicle circulation, parking areas, site speed limits, inspecting vehicle conditions and establishing operating restrictions and regulations. Hearing protection equipment shall be equipped for workers exposing to high-noise environment (>85 dB) or at night time. PPE (e.g. head cover, gown, glove, mask) are equipped for all workers in the production areas. Mechanical assists are used for reducing over-exertion and manual handling for carrying raw materials and products. Minimize possibility that workers work closely to hot/cold sources (e.g. frying and steaming processes), provided adequate hydration and taken rest/break frequently. Implementing periodic medical health check for employees and providing instructions on sanitation and hygiene. Training and instructions on disease precaution (HIV, influenza) shall be conducted regularly. 	General manager, production manager, environmental manager, safety manager
	Community health and safety	<ul style="list-style-type: none"> Developing and implementing a food safety impact and management program. The factory will be designed and operated in a manner so that cleanliness of equipment, sufficient hygiene of staff, and food safety will be guaranteed. Provide training on food safety issues and established procedure for hand washing, working attire (gown, slipper, gloves, hair coverage, mask) for all workers. Providing trainings and certification for vehicle drivers (fork lift, truck) and regular maintenance of vehicles. Regularly conducting sanitation measures to prevent larval & adult propagation for vector-borne diseases. Training and instructions on disease precaution (HIV, influenza) shall be conducted regularly. 	General manager, production manager, environmental manager, safety manager
Other	Emergency risk	<ul style="list-style-type: none"> Careful design of the project facilities with regard to flood risk, fire and explosion, leak and spillage of oil from storages and pipelines. Mitigation measures for occupational and community health and safety, as above mentioned, will be conducted seriously, in accordance with IFC guidelines, to minimize occurrence of traffic accidents both on internal and external roads. Inspection on compliment with safety rules (fire safety, traffic 	General manager, production manager, environmental manager, safety

Category	Item	Environmental mitigation and consideration measures	Person in charge of
		safety) and oil spillage control will be implemented regularly. ○ Preparation of emergency response plan, including flood response plan, firefighting plan, accident rescue plan, oil spillage response plan ○ Emergency response plan will be trained and propagated to related personnel. ○ Drills of emergency response plan, including firefighting plan, oil spillage response plan, will be regularly implemented. ○ Establishment of emergency response team, such as firefight team, rescue team. ○ First aid station will be placed at the project site	manager

7.2. Environmental monitoring plan

7.2.1. Construction stage

Environmental monitoring plan including monitoring items, location in construction stage is shown in the following table. Contractor and the project proponent will be in charge of monitoring and preparation of its results and will submit the monitoring report at each phase.

Table 7.2-1 Environmental monitoring plan in construction stage.

Category	Object of monitoring	Monitoring item	Location	Frequency	Responsible Organizations
Common	Monitoring of mitigation measures		Project site	Once/month	Contractor(s)
Air Pollution	Air quality at construction site	Record of Sprinkled water	Project site	Daily record / Monthly report	Contractor(s)
Water Pollution	Wastewater quality from construction site	Maintenance record of septic tank	Project site	Daily record / Monthly report	Contractor(s)
Waste	Status of construction waste management	Amount of waste generated, reused, and disposed	Project site	Weekly record / Monthly report	Contractor(s)
Noise and Vibration	Noise and vibration level	L_{eq} , L_v	Residential area around the project site (1 point)	Once/in construction stage (peak period)	Contractor(s)
Occupational health and safety	Status of safety conditions	Record of safety conditions	Project site	Once/3 months	Contractor(s)
Community health and safety	Status of community safety conditions	Record of disease infection Record of road traffic accident	Project site	Once/3 months	Contractor(s)
Emergency risk	Status of risk (working accident, site traffic accident)	Record of working accident Record of site traffic accident Record of response actions	Project site	Once/3 months	Contractor(s)

7.2.2. Operation Stage

Environmental monitoring plan including monitoring items, location in operation stage is shown in the following table. The project proponent will be in charge of monitoring and preparation of its results and will submit the monitoring report at each phase.

Table 7.2-2 Environmental monitoring plan in operation stage.

Category	Object of monitoring	Monitoring item	Location	Frequency	Remark
Common	Monitoring of mitigation measures	-	Project site	Once/month	
Air pollution	Ambient air quality nearby the project site	PM ₁₀ , PM _{2.5} , NO ₂ , SO ₂ , CO	Project site	Once/ 6 months (only)	

Category	Object of monitoring	Monitoring item	Location	Frequency	Remark
				after 3 years from starting operation of combustion facilities)	
Water Pollution	Water quality of storm water	pH, BOD, COD, TSS, Ammonium, Oil & grease	Outlet of drains (2 points)	Once/6 months (in rainy season)	Only in rainy season
	Water quality of effluent from septic tanks (if necessary)	BOD, TSS, Total Coliform	Outlet of septic tanks	Once/6 months (if any)	Checked if water quality of receiving surface water is contaminated
	Water quality of effluent from industrial wastewater treatment system (if any)	pH, Temperature, BOD, COD, TSS, Ammonium, Oil & grease	Discharging points (1 point / each discharge point) (if any)	Once/6 months (if any)	
	Water quality of receiving surface water (Yangon river, the main diversion channel)	pH, Temperature, BOD, COD, TSS, Ammonia, Oil & grease,	2 points	Once/6 months	
Waste	Status of waste management	Amount of waste generated, recycled, and disposed	Project site	Once/month	
Noise and vibration	Noise and vibration level	L_{eq} , L_v	Project site (2 points)	Once/ 6 months (only after 3 years from starting operation)	
Water usage	Status of water consumption	Amount of water consumed	Project site	Once/month	
Occupational health and safety	Status of safety conditions	Record of safety conditions, Record of working accident Record of fatality rate	Project site	Once/3 months	
Community health and safety	Status of community safety conditions	Record of food safety incidents Record of disease infection	Project site	Once/3 months	
Emergency risk	Status of risk (flood, fire, accident, oil spillage)	Record of flood risk Record of fire and explosion Record of road and river traffic accident Record of oil spillage Record of response actions	Project site	Once/3 months	

7.3. Institutional Arrangement

The organization structure for pre-construction/construction and operation stages are proposed in Figure 7.3-1 and Figure 7.3-2.

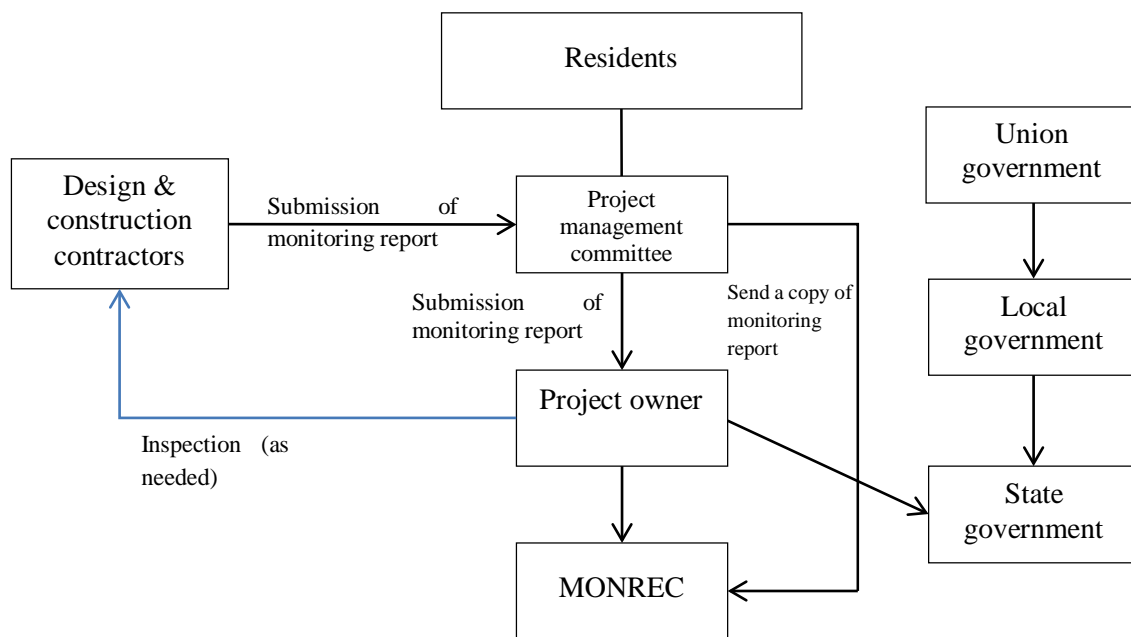


Figure 7.3-1 Proposed organization structure for environmental management of the project in pre-construction and construction stages.

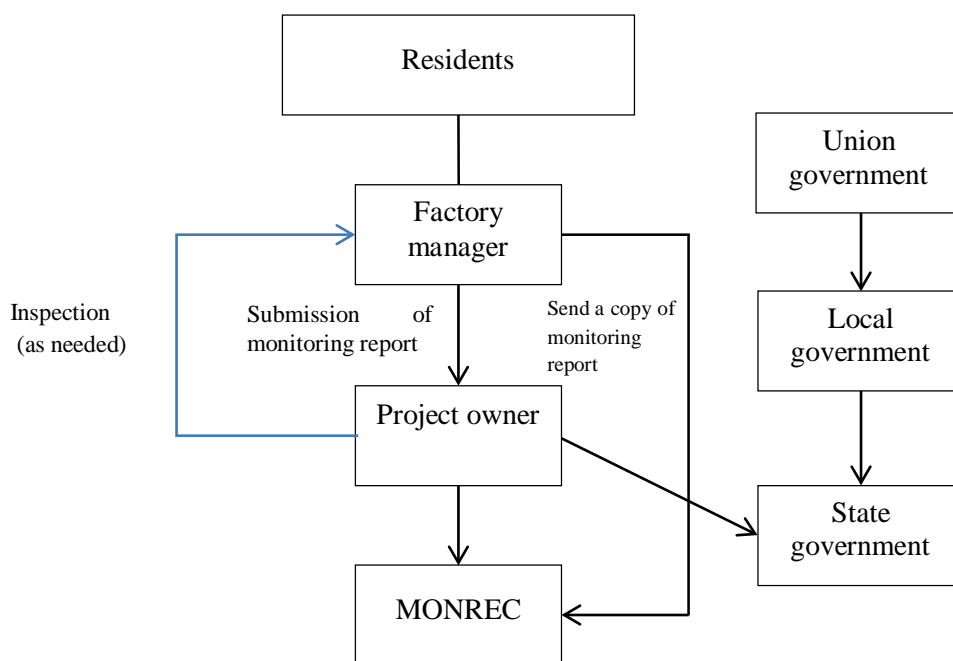


Figure 7.3-2 Proposed organization structure for environmental management of the project in operation stage.

8. PUBLIC CONSULTATION AND DISCLOSURE

8.1. Public Consultation

In ESIA study of the “Construction of a Modern Multi-purpose International Wharf and Integrated Agriculture Processing Facilities and Associated Utility Building at Thilawa Port Area Plot No.(20 & 21) and Triangle Land between Plot (21 & 22)” (“hereinafter referred to as ESIA of infrastructure development for this Project”), the following consultation were implemented. The detail contents are described in the ESIA report of infrastructure development for this Project.

8.1.1. Initial Consultation Meeting

In beginning of Project Scoping at EIA stage, the Initial Consultation Meeting with the villagers of Baybauk village in the area was carried out on 25 October 2013.

8.1.2. Consultation Undertaken During Resettlement Action Plan Preparation

Disclosure of information and consultations were conducted during project scoping to ensure that Project Affected Families (PAFs) and other stakeholders have timely information about the infrastructure development for this Project in general and resettlement concerns in particular. During project scoping, focus group discussions were undertaken represented by households within the direct and indirect impact areas. This exercise was done to disseminate project information, provide opportunities to participate in, and express their perception on the project.

8.1.2.1 During Project Scoping at EIA Stage

One (1) consultation meeting with PAFs in direct impact area participated by 10 participants; (October 2013);

One Stakeholders’ Workshop with institutional stakeholders (October 25, 2013).

8.1.2.2 During Data Gathering Stage

Separate discussions with the Myanmar Port Authority (January 14, 2014) and SEZ Management (January 15, 2014).

1 Focus Group Discussion at village level to orient PAFs with the survey and inventory procedures (Jan 21, 2014)

1 Focus Group Discussion with about 45 non PAFs (outside the project area) who requested that they will be included in the interview.

8.1.2.3 During RP Planning First Stakeholders’ Meeting

1 Stakeholders Consultation Meeting with Government Officials in the morning session, (February 18, 2014)

1 Stakeholders Consultation Meeting with other stakeholders including representatives of PAFs, evening session, (February 18, 2014).

8.1.2.4 During RAP Updating

Meeting with representatives of PAFs to validate actual number of PAFs and established the cut-off date. (May 20, 2015)

Identified representatives of PAFs to serve as Village Resettlement Committee (VRC) (May 20, 2015).

A memo was also signed by the PAFs endorsing the VRC as representatives of their concerns.

Meeting with Resource Group to discuss views on resettlement sites and housing (May 20, 2015)

2nd Stakeholders Workshop participated by representatives of PAFs, Host communities, NGOs, and township government agencies, MPA, WILMAR. (May 25, 2015)

8.2. Public Disclosure

The final ESIA report, Resettlement Plan (RP), Resettlement Action Plan (RAP) and Corrective Action Plan (CAP) of infrastructure development for this Project will be submitted to directorate of investment and company administration (DICA) together with MIC application by the end of November 2016. At the same timing of submission to DICA, the project proponent will disclose the final ESIA report, RP, RAP and CAP on the website of the Project Proponent.

In addition, the Project proponent has disclosed the final ESIA report, RP, RAP and CAP of infrastructure development for this Project at the office of the Project Proponent.

9. CONCLUSIONS AND RECOMMENDATIONS

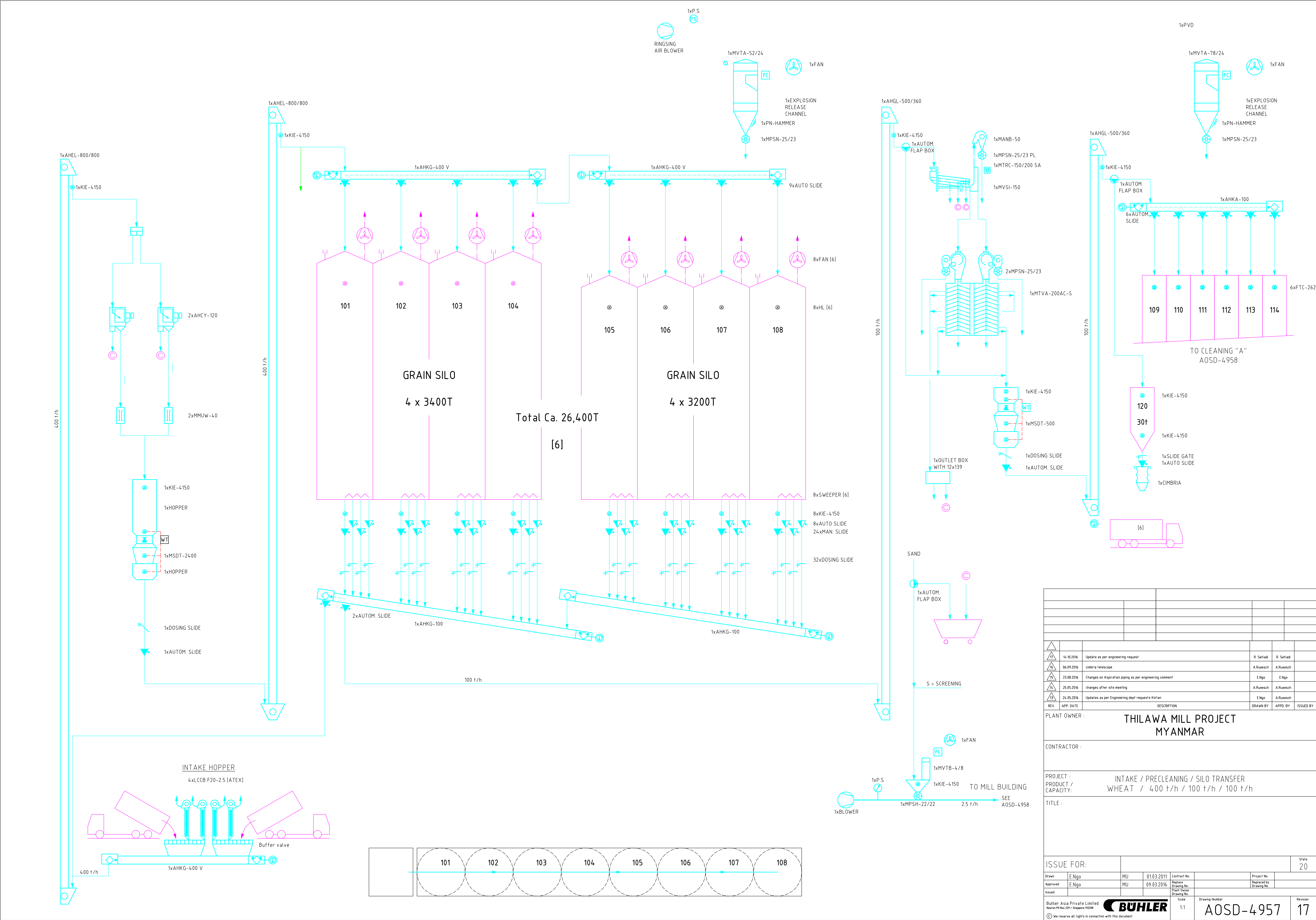
As to the results of the ESIA study for business on flour processing factory in Thilawa Port Plots No. 20 & 21 & Triangle Land between Plots No. 21 & 22, the following items are found:

- 1) In terms of living environment, most of the impacts are controlled and limited in and around the project area. The key negative impacts such as emission of gas and dust, deterioration of water quality, generation of noise and vibration are expected. However, implementation of appropriate mitigation and management plan, such as to spray water to bare areas for dust prevention and to avoid the incentive operation of the construction machinery for prevention of emission gas, noise and vibration during construction phase, and to comply with the tentative target value of effluent water flowing out of the wastewater treatment plant by tenants including the project proponent during operation phase, will minimize these impacts.
- 2) In terms of natural environment, there are no negative impacts on business for the flour processing itself because land for construction is already developed in the infrastructure development project. As appropriate mitigation measures, such as planting trees, vegetation and sodding of public spaces as soon as possible and keeping the environmental conditions along the existing canal will be implemented.
- 3) In terms of social environment, there are no negative impacts business for the flour processing itself because land acquisition and involuntary resettlement was completed. On the other hand, some positive impacts of the Project such as increase in job opportunity is expected.
- 4) In terms of health and safety, some impacts on occupational/community health and safety and increase in number of accidents are expected. However, implementation of appropriate mitigation and management plan, such as to manage working conditions during the construction work and to provide security and maintain safety prevention measures during construction/operation phase will minimize these impacts.
- 5) In consideration of the result of the EIA study for the Project, the Environmental Management Plans (EMPs) including adequate mitigation measures to reduce the negative impacts and Environmental Monitoring Plan (EMoP) are proposed for each phase of the Project: pre-construction phase, construction/closing phase, and operation phase.

It was confirmed that the environmental, social and health impacts of the Project were assessed and the Environmental Management Plan was formulated properly. Opportunity of public involvement had already ensured and comments from the public in the infrastructure development, Thus the EIA was completed in accordance with the requirements of the EIA Procedure properly in case that project proponent will follow EMP accordingly.

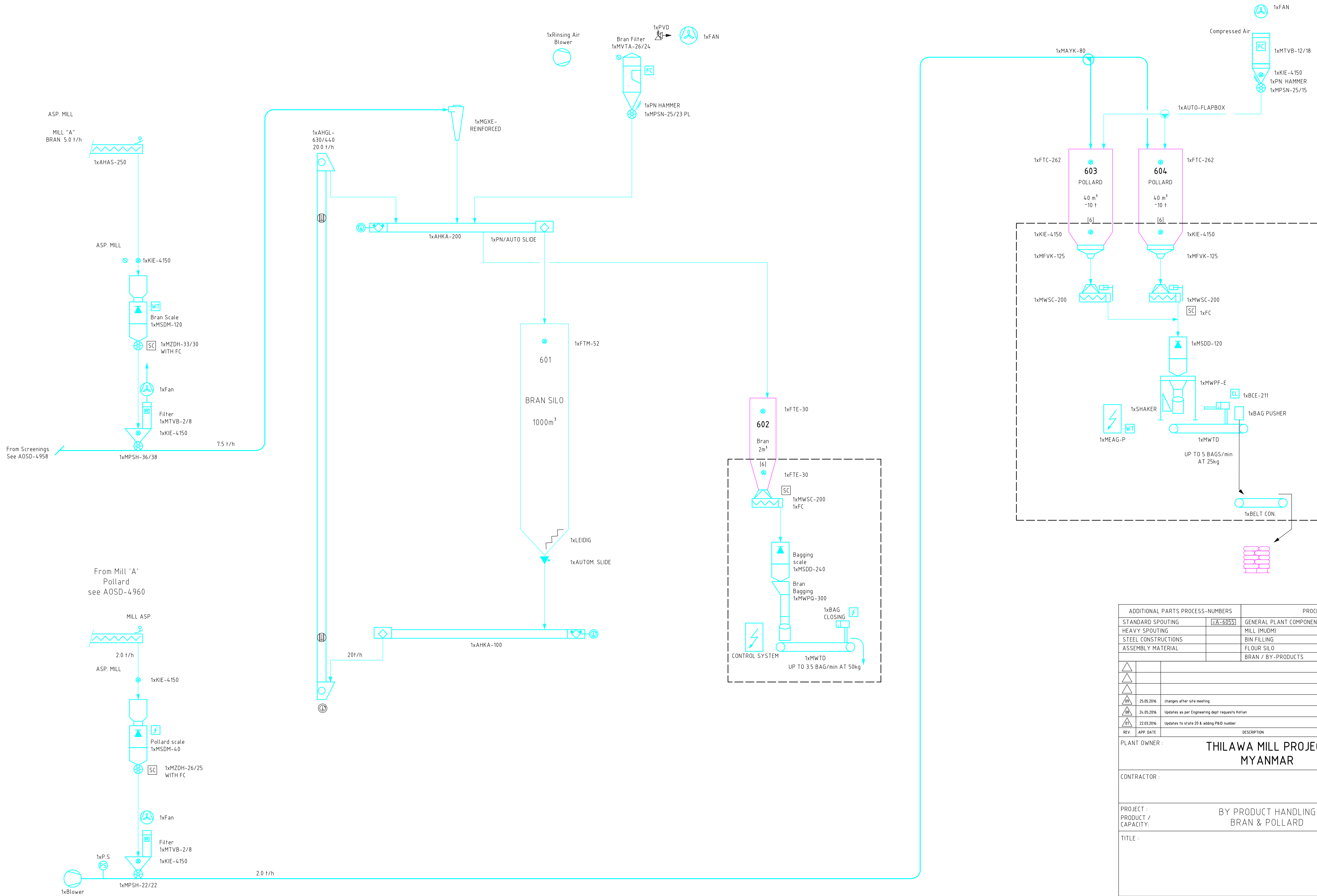
Appendix

Flow Chart for Project Activities



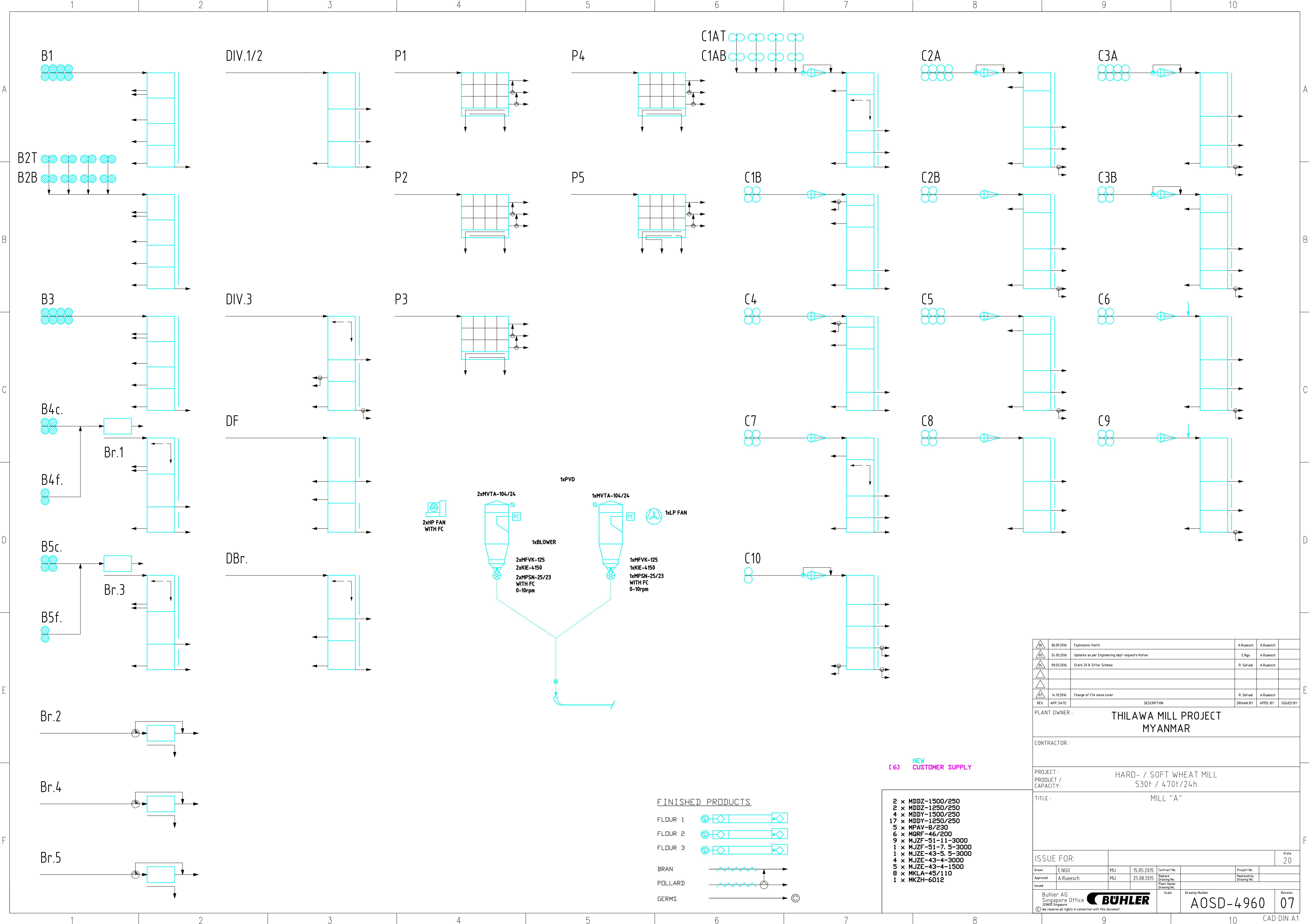
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ADDITIONAL PARTS PROCESS-NUMBERS				PROCESS-NUMBERS			
STANDARD SPOUTING		[E-A-6055]		GENERAL PLANT COMPONENTS			
HEAVY SPOUTING				MILL (MUDM)			
STEEL CONSTRUCTIONS				BIN FILLING			
ASSEMBLY MATERIAL				FLOUR SILO			
				BRAN / BY-PRODUCTS		[E-A-6001]	[E-A-6055]
△							
△							
△	25.05.2016	changes after site meeting		A.Ruesch	A.Ruesch		
△	24.05.2016	Updates as per Engineering dept requests Kohan		E.Ngo	A. Ruesch		
△	22.03.2016	Updates to state 20 & adding PID number		E.Ngo	E.Ngo		
REV.	APP. DATE	DESCRIPTION		DRAWN BY	APPD. BY	ISSUED BY	
PLANT OWNER : THILAWA MILL PROJECT MYANMAR							
CONTRACTOR :							
PROJECT : PRODUCT / CAPACITY:							
BY PRODUCT HANDLING BRAN & POLLARD							
TITLE :							
ISSUE FOR:							
Drawn	E.Ngo	MU	15.05.2015	Contract No.		Project No.	State 20
Approved	E.Ngo	MU	22.03.2016	Replace Drawing No.		Replaced by Drawing No.	
Issued				Plant Owner Drawing No.			
Buhler Asia Private Limited Newton PO Box 229 / Singapore 112288				Scale 1:1	Drawing-Number AOSD-4966		Revision 09
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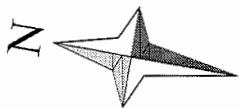
NEW CUSTOMER SUPPLY



	06.09.2016	Explosions Vents	A.Ruesch	A.Ruesch	
	24.05.2016	Updates as per Engineering dept requests Korian	E.Ngo	A.Ruesch	
	09.03.2016	State 20 & Sifter Schema	R. Setiadi	A.Ruesch	
	14.10.2016	Change of C1a sieve cover	R. Setiadi	A.Ruesch	
REV.	APP. DATE	DESCRIPTION	DRAWN BY	APPD. BY	ISSUED BY
PLANT OWNER :			THILAWA MILL PROJECT MYANMAR		
CONTRACTOR :					
PROJECT :			HARD- / SOFT WHEAT MILL		
PRODUCT / CAPACITY :			530t / 470t/24h		
TITLE :			MILL "A"		
ISSUE FOR:		State 20			
Drawn	E.NGO	MU	15.05.2015	Contract No.	Project No.
Approved	A.Ruesch	MU	25.08.2015	Replace Drawing No.	Replaced by Drawing No.
Issued				Plant Owner Drawing No.	
Buhler AG Singapore Office 229895 Singapore				Scale	Drawing-Number
We reserve all rights in connection with this document					Revision
				AOSD-4960	07

Annex XIX

Fire Protection Plan



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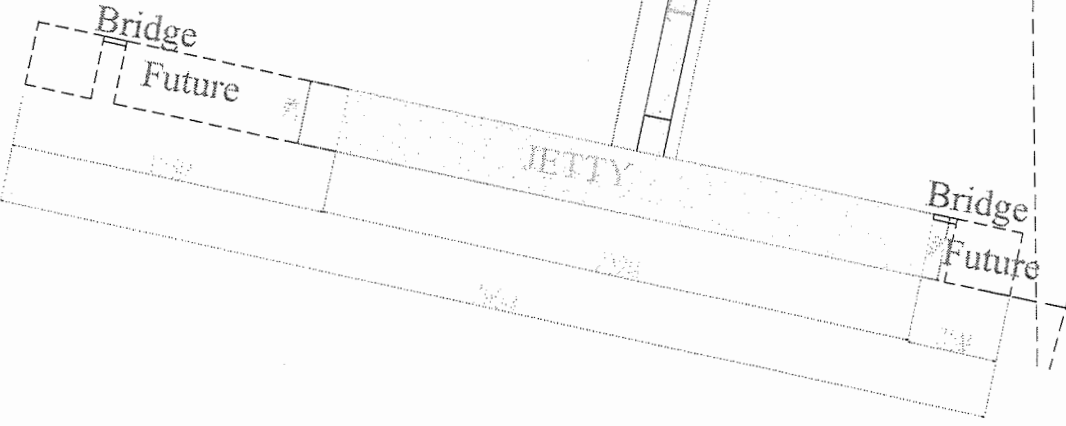
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- FIRE HOSE CABINET
- FIRE HYDRANT POINT

Annex XX

Application for Land Rights Authorization

Application form for Land Rights Authorization

To,

**Chairman
Myanmar Investment Commission**

Reference No.
Date.

Subject: **Application for Land Lease or land Rights Authorization to be invested**

I do hereby apply with the following information for permit to lease the land or permit to use the land according to the Myanmar Investment Rule 116: -

1. Particulars relating to Owner of land / building

(a) Name of owner/organization

Myanmar Port Authority

(b) Area

26,800 square metres or 6.622 acres in equivalent

(c) Location

Plots No. 20 & 21 and the parcel of land adjoining plots No. 21 and 22, Yangon Region, Thilawa Port Area

(d) Initial period permitted to use the land (Validity of land grant)

Fifty (50) years commencing from the date on which the lease agreement between Myanmar Port Authority and Myanmar Port Terminals (Thilawa) Limited ("Head Lease") commences as specified under the Head Lease with an option to extend for two (2) further ten (10) year terms with the approval of the MIC. By way of clarification, Myanmar Port Terminals (Thilawa) Limited was issued Permit No. 729/2014 by the Myanmar Investment Commission, and the Head Lease has been approved by the Myanmar Investment Commission. For purposes of the current investment, Myanmar Port Terminals (Thilawa) Limited will sub-lease 6.622 acres of the total 74.1308 acres of land obtained under the Head Lease to Wilmar Myanmar Logistics Limited for the same duration as the Head Lease.

(e) Payment of long term lease as equity

Not applicable

(f) Agreed by Original Lessor

The Head Lease allows Wilmar Myanmar Port Terminals (Thilawa) Limited to sub-lease the land leased under the Head Lease. Please refer to Annex XII- Land Lease Agreement made between Myanmar Port Authority and Wilmar Myanmar Port Terminals (Thilawa) Limited for more detail.

(g) Type of Land

Port land leased by Wilmar Myanmar Port Terminals (Thilawa) Limited from Myanmar Port Authority of 10 Pansodan Street, Kyauktada Township, Yangon 11182

2. Lessor
(a) Name / Company's name/ Department/ organization-

Myanma Port Authority

- (b) National Registration Card No-

Not Applicable

- (c) Address

10 Pansodan Street, Kyauktada Township, Yangon 11182

2. Lessee

- (a) Name / Company's name /Department/ Organization-

Wilmar Myanmar Port Terminals (Thilawa) Limited

- (b) National Registration Card No /Passport No.

*Certificate of Incorporation No. 797 FC / 2013-2014 dated 16th January 2014
Permit No. 729/2014 dated 18th December 2014*

- (c) Citizenship

Incorporated under the laws of The Republic of the Union of Myanmar

- (d) Address

Plot No. 20 & 21, Thilawa Port Development Zone, Kyauktan Township, Yangon, Myanmar

Sub- Lessee

- (a) Name / Company's name /Department/ Organization-

Wilmar Myanmar Logistics Limited

- (b) National Registration Card No /Passport No.-

Not Applicable

- (c) Citizenship

To be incorporated under the laws of the Republic of the Union of Myanmar

- (d) Address

Plot No. 20 & 21, Thilawa Port Development Zone, Kyauktan Township, Yangon, Myanmar

4. Particulars of the proposed Land Lease

- (a) Type of Land

Port land leased by Wilmar Myanmar Port Terminals (Thilawa) Limited from Myanma Port Authority of 10 Pansodan Street, Kyauktada Township, Yangon 11182

- (b) Investment Location (s)

Plots No. 20 & 21 and the parcel of land adjoining plots No. 21 and 22, Yangon Region, Thilawa Port Area

(c) Location (Ward, Township, State/ Region)

Kyauktan Township, Yangon Region, Myanmar

(d) Area of Land-

26,800 square metres or 6.622 acres in equivalent

(e) Size and Number of Building (s)

19 unit of Edible Oil Storage Tanks

(f) Value of Building

USD 4,449,083.73

5. To enclose land ownership and Land Grant, ownership evidences (except Industrial Zone), Land map and Land Lease Agreement (Draft)

Please refer to Annex XI: Build-Operate-Transfer Contract; Annex XII: Land Lease Agreement; and Annex XIII: Maps / Drawings of the Project; Annex XIV: Sub-Lease Agreement (Draft)

6. Whether it is sub-leased from the following person in regarding to Land Lease or not-

- Person who has the rights to use the land or Building of the Government from Government Department and Organization in accordance with the national laws.

Myanma Port Authority

- Authorized Person to get the Sub License or Sub Lease of the building or land owned by the Government in accordance with the permission of the Government department and Organization.

Myanma Port Authority leased the land to Wilmar Myanmar Port Terminals (Thilawa) Limited under the Head Lease and Wilmar Myanmar Port Terminals (Thilawa) Limited has, under the Head Lease, the right to sub-lease the land leased under the Head Lease.

7. Land / Building lease rate (per square meter per year)

(aa) Land

USD 5.00 per square metre per year or approximately USD 0.4166 per square metre per month

USD 37.05 per acre per year or approximately USD 3.0875 per acre per month

(bb) Building

Not applicable

8. Land Use Premium- (LUP) (if it is leased from the land belonged to Government Department/ Organization, the LUP shall be paid in cash by the lessee.)

Rate per Acre: *Not applicable*

9. Whether it is agreed by original land lessor or land tenant or not.

The Head Lease allows Wilmar Myanmar Port Terminals (Thilawa) Limited to sub-lease the land leased under the Head Lease with the consent of the MPA. Please refer to Annex XII- Land Lease Agreement made between Myanma Port Authority and Wilmar Myanmar Port Terminals (Thilawa) Limited.

10. Proposed land or building use/ lease period

*Fifty (50) years commencing from the date on which the lease agreement between Myanma Port Authority and Myanmar Port Terminals (Thilawa) Limited ("**Head Lease**") commences as specified under the Head Lease with an option to extend for two (2) further ten (10) year terms with the approval of the MIC. By way of clarification, Myanmar Port Terminals (Thilawa) Limited was issued Permit No. 729/2014 by the Myanmar Investment Commission, and the Head Lease has been approved by the Myanmar Investment Commission. For purposes of the current investment, Myanmar Port Terminals (Thilawa) Limited will sub-lease 6.622 acres of the total 74.1308 acres of land obtained under the Head Lease to Wilmar Myanmar Logistics Limited for the same duration as the Head Lease.*

11. Whether it is the land located in the relevant business zone area such as Industrial Zone, Hotel Zone, Trade and etc. or not (To describe Zone)

Not Applicable

Signature-----

Name of Investor: *Wilmar Investment Holdings Pte. Ltd. represented by Mr. Thomas Joseph Lim Kim Guan (Lin Qinyuan)*

Designation: Director

Department/ Company (Seal/ Stamp)

မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်

ရက်စွဲ၊ ၂၀

ခုနှစ်၊

လ၊

ရက်

အကြောင်းအရာ။

ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့် လျှောက်ထားခြင်း။

ကျွန်တော်/ကျွန်မသည်ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန်အတွက်မြေငှားရမ်းခွင့်သို့မဟုတ် မြေအသုံးပြုခွင့်ကိုမြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုနည်းဥပဒေ ၁၁၆ နှင့်အညီအောက်ပါအချက်အလက်များကိုဖော်ပြ၍လျှောက်ထားအပ်ပါသည်။

၁။ မြေ/ အဆောက်အအုံ၏ပိုင်ရှင်နှင့်စပ်လျဉ်းသောအချက်အလက်များ

(က) ပိုင်ရှင်အမည်/ အဖွဲ့အစည်း

မြန်မာ့ဆိပ်ကမ်းအာဏာပိုင်

(ခ) ဧရိယာအကျယ်အဝန်း

၂၆,၈၀၀ စတုရန်းမီတာ သို့မဟုတ် ၆.၆၂၂ ဧက

(ဂ) တည်နေရာ

မြေကွက်အမှတ် - ၂၀၂၁ နှင့် ၂၁ နှင့် ၂၂တို့နှင့် ကပ်လျက် မြေကွက်လပ်၊ သီလဝါဆိပ်ကမ်းဧရိယာ၊ ရန်ကုန်တိုင်းဒေသကြီး။

(ဃ) မူလမြေအသုံးပြုခွင့်ရရှိထားသောကာလ (မြေငှားရမ်းသက်တမ်း)

မြန်မာ့ဆိပ်ကမ်းအာဏာပိုင် နှင့် Wilmar Myanmar Port Terminals (Thilawa) Limited အကြားချုပ်ဆိုထားသောမြေငှားစာချုပ် (မူလမြေငှားစာချုပ်) တွင် ဖော်ပြထားသော သတ်မှတ်ချက်များအရ မြေငှားသက်တမ်း စတင်သည်။ နေ့မှ နှစ်ပေါင်း ၅၀ နှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ခွင့်ပြုချက်ဖြင့်ထပ်မံသက်တမ်းတိုးမည်။ ၁၀နှစ် နှစ်ကြိမ် သက်တမ်း။ ထပ်မံရှင်းလင်းလိုသည်မှာ Wilmar Myanmar Port Terminals (Thilawa) Limited သည်မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှခွင့်ပြုမိန့်အမှတ် ၇၂၉/၂၀၁၄ ရရှိထားပြီးမူလမြေငှားစာချုပ်အား မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ခွင့်ပြုထားပြီး ဖြစ်ပါသည်။ လက်ရှိရင်းနှီးမြှုပ်နှံမှုအတွက် Wilmar Myanmar Port Terminals (Thilawa) Limited သည် မူလမြေငှားစာချုပ်တွင် ၎င်းငှားရမ်းထားသော

စုစုပေါင်းမြေဧက ၇၄.၁၃၀၈ မှ Wilmar Myanmar Logistics Limited သို့ မြေဧက ၆.၆၂၂ အားမူလ မြေငှားရမ်းမှုသက်တမ်း အတိုင်းထပ်ဆင့် ငှားရမ်းမည်ဖြစ်ပါသည်။

(င) နှစ်ရည်ငှားရမ်းခများကိုမတည်ရင်းနှီးငွေအဖြစ်ဖော်ပြခဲ့ခြင်းရှိ - မရှိ
မရှိပါ။

(စ) ကနဦးငှားရမ်းသူကသဘောတူ/မတူ
မူလမြေငှားစာချုပ်တွင် Wilmar Myanmar Port Terminals (Thilawa) Limited အား
မူလမြေငှားစာချုပ်တွင် ငှားငှားရမ်းထားသောမြေအား ထပ်ဆင့်ငှားရမ်းခွင့် ပြုထားပါသည်။
အသေးစိတ်အား Annex XII- Land Lease Agreement made between Myanma Port
Authority and Wilmar Myanmar Port Terminals (Thilawa) Limited အား ကြည့်ရှုပါ။

(ဆ) မြေအမျိုးအစား
အမှတ် ၁၀ ပန်းဆိုးတန်းလမ်း၊ ကျောက်တံတားမြို့နယ်၊ ရန်ကုန်မြို့၊ ၁၁၁၈၂ ရှိမြန်မာ့
ဆိပ်ကမ်းအာဏာပိုင်မှ Wilmer Myanmar Port Terminals (Thilawa) Limited အားငှားရမ်း
ထားသောဆိပ်ကမ်းမြေ

၂။ အငှားချထားသူ

(က) အမည်/ကုမ္ပဏီအမည်/ ဌာန/ အဖွဲ့အစည်း
မြန်မာ့ဆိပ်ကမ်းအာဏာပိုင်

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်
သက်ဆိုင်မှု မရှိပါ။

(ဂ) နေရပ်လိပ်စာ
အမှတ် ၁၀ ပန်းဆိုးတန်းလမ်း၊ ကျောက်တံတားမြို့နယ်၊ ရန်ကုန်မြို့၊ ၁၁၁၈၂

၃။ အငှားချထားခြင်းခံရသူ

(က) အမည်/ကုမ္ပဏီအမည်/ ဌာန/ အဖွဲ့အစည်း
Wilmar Myanmar Port Terminals (Thilawa) Limited

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ နိုင်ငံကူးလက်မှတ်အမှတ်
ကုမ္ပဏီမှတ်ပုံတင်အမှတ် - ၇၉၇/အက်(ဖ်)စီ/ ၂၀၁၃ - ၂၀၁၄ (၁၆ ဇန်နဝါရီလ ၂၀၁၄ခုနှစ်)
ခွင့်ပြုမိန့်အမှတ် - ၇၂၉/၂၀၁၄ (၁၈ ဒီဇင်ဘာလ ၂၀၁၄)

(ဂ) နိုင်ငံသား
ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်၏ဥပဒေများနှင့်အညီတည်ထောင်သည်။

(ဃ) နေရပ်လိပ်စာ

မြေကွက်အမှတ်- ၂၀နှင့်၂၁၊ သီလဝါဖွံ့ဖြိုးတိုးတတ်ရေးဇုန်၊ ကျောက်တန်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်။

တဆင့် အငှားချထားခြင်းခံရသူ

(က) အမည်/ကုမ္ပဏီအမည်/ ဌာန/ အဖွဲ့အစည်း

Wilmar Myanmar Logistics Limited

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ နိုင်ငံကူးလက်မှတ်အမှတ်

သက်ဆိုင်မှု မရှိပါ။

(ဂ) နိုင်ငံသား

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်၏ဥပဒေများနှင့်အညီတည်ထောင်သွားပါမည်။

(ဃ) နေရပ်လိပ်စာ

မြေကွက်အမှတ်- ၂၀နှင့်၂၁၊ သီလဝါဖွံ့ဖြိုးတိုးတတ်ရေးဇုန်၊ ကျောက်တန်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်။

၄။ ငှားရမ်းလိုသည့်မြေနှင့်စပ်လျဉ်းသည့်အချက်အလက်များ

(က) ရင်းနှီးမြှုပ်နှံသည့်မြေအမျိုးအစား

အမှတ် ၁၀ ပန်းဆိုးတန်းလမ်း၊ ကျောက်တံတားမြို့နယ်၊ ရန်ကုန်မြို့၊ ၁၁၁၈၂ ရှိမြန်မာ့ဆိပ်ကမ်းအာဏာပိုင်မှ Wilmer Myanmar Port Terminals (Thilawa) Limited အားငှားရမ်းထားသောဆိပ်ကမ်းမြေ

(ခ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ)

မြေကွက်အမှတ် - ၂၀၊၂၁ နှင့် ၂၁ နှင့် ၂၂တို့နှင့် ကပ်လျက် မြေကွက်လပ်၊ သီလဝါဆိပ်ကမ်းဧရိယာ၊ ရန်ကုန်တိုင်းဒေသကြီး။

(ဂ) တည်နေရာ (ရပ်ကွက်၊ မြို့နယ်၊ ပြည်နယ်/တိုင်းဒေသကြီး)

ကျောက်တန်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်။

(ဃ) မြေဧရိယာအကျယ်အဝန်း

၂၆,၈၀၀ စတုရန်းမီတာ သို့မဟုတ် ၆.၆၂၂ ဧက

(င) အဆောက်အအုံအရွယ်အစား/ အရေအတွက်

○ စားသုံးဆီသိုလှောင်ကန် ၁၉ လုံး

(စ) အဆောက်အအုံတန်ဖိုး

အမေရိကန်ဒေါ်လာ ၄,၄၄၉,၀၈၃.၇၃

၅။ မြေပိုင်ဆိုင်မှု/ မြေရန်အထောက်အထား(စက်မှုရန်မှအပ)၊ မြေပုံနှင့်မြေငှားစာချုပ် (မူကြမ်း) တင်ပြရန်။

Annex XI: Build-Operate-Transfer Contract; Annex XII: Land Lease Agreement; and Annex XIII: Maps / Drawings of the Project; Annex XIV နှင့် Sub-Lease Agreement (Draft)တို့အားကြည့်ရှုပါ။

၆။ မြေငှားရမ်းခြင်းနှင့်စပ်လျဉ်း၍အောက်ဖော်ပြပါပုဂ္ဂိုလ်ထံမှ တစ်ဆင့်ငှားရမ်းထားခြင်းရှိ - မရှိ

- နိုင်ငံတော်၏ဥပဒေများနှင့်အညီအစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံမှနိုင်ငံတော်ပိုင်မြေသို့မဟုတ် အဆောက်အအုံအသုံးပြုခွင့်အားယခင်ကပင် ရရှိထားသော ပုဂ္ဂိုလ်၊

မြန်မာ့ဆိပ်ကမ်းအာဏာပိုင်

- အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ ခွင့်ပြုချက်နှင့်အညီ နိုင်ငံတော်ပိုင်မြေ သို့မဟုတ်အဆောက်အအုံအားတစ်ဆင့်ငှားယူရန် သို့မဟုတ် တစ်ဆင့်လိုင်စင်ရယူရန်အခွင့်ရှိသည့်ပုဂ္ဂိုလ်။

မြန်မာ့ဆိပ်ကမ်းအာဏာပိုင်သည် Wilmar Myanmar Port Terminals (Thilawa) Limited အားမူလမြေငှားစာချုပ်ဖြင့် မြေငှားရမ်းထားသည်။ Wilmar Myanmar Port Terminals (Thilawa) Limited သည်မူလမြေငှားစာချုပ်အရ ၎င်းငှားရမ်းထားသော မြေအား တဆင့် ပြန်လည် ငှားရမ်းခွင့် ရှိသည်။

၇။ မြေ/ အဆောက်အအုံ ငှားရမ်းခနှုန်း (တစ်နှစ်လျှင်တစ်စတုရန်းမီတာအတွက်)

တစ်နှစ်လျှင် တစ်စတုရန်းမီတာအတွက် အမေရိကန်ဒေါ်လာ ၅.၀၀ သို့မဟုတ် တစ်လလျှင် တစ်စတုရန်းမီတာအတွက် ခန့်မှန်းခြေ အမေရိကန်ဒေါ်လာ ၀.၄၁၆၆

တစ်နှစ်လျှင် တစ်ဧကအတွက် အမေရိကန်ဒေါ်လာ ၃၇.၀၅ သို့မဟုတ် တစ်လလျှင် တစ်ဧကအတွက် ခန့်မှန်းခြေ အမေရိကန်ဒေါ်လာ ၃.၀၈၇၅

၈။ မြေအသုံးချမှုမရှိမီယံကြေး (Land Use Premium – LUP) (အစိုးရဌာန/ အစိုးရအဖွဲ့အစည်းပိုင် မြေငှားရမ်း ခြင်းဖြစ်ပါက အငှားချထားခြင်းခံရသူထံမှ ငွေသားဖြင့် LUP တောင်းခံပါမည်။)

တစ်ဧကနှုန်း- သက်ဆိုင်မှု မရှိပါ။

၉။ မူလမြေငှားရမ်းခွင့်ရှိသူ သို့မဟုတ် မြေအသုံးပြုခွင့်ရသူမှငှားရမ်းရန်သဘောတူ/မတူ

Wilmar Myanmar Port Terminals (Thilawa) Limited သည်မူလမြေငှားစာချုပ်အရ ၎င်းငှားရမ်းထားသော မြေအား မြန်မာ့ဆိပ်ကမ်းအာဏာပိုင် ၏ သဘောတူညီမှုဖြင့်တဆင့် ပြန်လည် ငှားရမ်းခွင့် ရှိသည်။ Annex XII- Land Lease Agreement made between Myanma Port Authority and Wilmar Myanmar Port Terminals (Thilawa) Limited အား ကြည့်ရှုပါ။

၁၀။ လျှောက်ထားသည့်မြေ သို့မဟုတ် အဆောက်အအုံ ငှားရမ်း/ အသုံးပြုခွင့်သက်တမ်း

မြန်မာ့ဆိပ်ကမ်းအာဏာပိုင် နှင့် Wilmar Myanmar Port Terminals (Thilawa) Limited အကြားချုပ်ဆိုထားသောမြေငှားစာချုပ် (မူလမြေငှားစာချုပ်) တွင် ဖော်ပြထားသော သတ်မှတ်ချက်များအရ မြေငှားသက်တမ်း စတင်သည်။ နေ့မှ နှစ်ပေါင်း ၅၀ နှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ခွင့်ပြုချက်ဖြင့်ထပ်မံသက်တမ်းတိုးမည်။ ၁၀နှစ် နှစ်ကြိမ် သက်တမ်း။ ထပ်မံရှင်းလင်းလိုသည်မှာ Wilmar Myanmar Port Terminals (Thilawa) Limited သည်မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှခွင့်ပြုမိန့်အမှတ် ၇၂၉/၂၀၁၄ ရရှိထားပြီးမူလမြေငှားစာချုပ်အား မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ခွင့်ပြုထားပြီး ဖြစ်ပါသည်။ လက်ရှိရင်းနှီးမြှုပ်နှံမှုအတွက် Wilmar Myanmar Port Terminals (Thilawa) Limited သည် မူလမြေငှားစာချုပ်တွင် ၎င်းငှားရမ်းထားသော စုစုပေါင်းမြေဧက ၇၄.၁၃၀၈ မှ Wilmar Myanmar Logistics Limited သို့ မြေဧက ၆.၆၂၂ အားမူလ မြေငှားရမ်းမှုသက်တမ်း အတိုင်းထပ်ဆင့် ငှားရမ်းမည်ဖြစ်ပါသည်။

၁၁။ စက်မှုဇုန်၊ ဟိုတယ်ဇုန်၊ ကုန်သွယ်ရေးဇုန်အစရှိသည့် သက်ဆိုင်ရာလုပ်ငန်းဇုန်ဧရိယာအတွင်းရှိမြေ ဟုတ်/ မဟုတ်(ဇုန်ကိုဖော်ပြရန်)

သက်ဆိုင်မှု မရှိပါ။

လျှောက်ထားသူလက်မှတ်

အမည် Mr. Thomas Joseph Lim Kim Guan (Lin Qinyuan) မှ
ကိုယ်စားပြုသော Wilmar Investment Holdings Pte.
Ltd.

ရာထူး Director

ဌာန/ ကုမ္ပဏီတံဆိပ်

Annex XXI

Tax Incentive Application

Tax Incentive Application

To

Chairman
Myanmar Investment Commission

Ref. No.
Dated

Subject: Application for Tax Incentive

I do hereby apply with the following particulars for the tax incentive under section 74 of Myanmar Investment Law:

1. Applicant

(a) Name of Investor-

(1) Wilmar Investment Holdings Pte. Ltd. ("WIH") represented by Mr. Thomas Joseph Lim Kim Guan (Lin Qinyuan)

(2) Value Supplies Company Limited ("Value Supplies"), represented by U Myint Maw

(b) Name of Company-

Wilmar Myanmar Logistics Limited

(c) Type of Business-

Construction and operation of storage tanks, terminals, warehouses and other storage facilities for edible oils and its related products

(d) Myanmar Investment Commission Permit or Endorsement No. (If a permit or endorsement is still processing, please describe the information)

MIC permit application is being applied for and to which this Tax Incentive Application is related.

2. If investor doesn't submit by himself/ herself, the applicant's;

(a) Name of Contact Person- *Not Applicable*(b) National Registration Card No/ Passport- *Not Applicable*

3. Construction period or Preparatory period

Twelve (12) months from the date of issuance of the MIC permit, Certificate of Incorporation and Form of Permit issued by the Company Registration Office of Directorate of Investment and Company Administration, and after obtaining all other relevant licences to commence construction

4. Commencement date for Commercial Operation

Within 30 days after the end of Construction Period as per Rule 145 of Myanmar Investment Rules.

5. Applied for the following tax incentives

(a) Exemption or Relief under Section 75 (a) of Myanmar Investment Law - As the proposed investment activities are in Promoted sector as set out in item L-10 of Notification 13/2017 and the investment will be made in Zone (2) as prescribed under

Notification No. 10/2017, income tax exemption for a period of five consecutive years including the year of commencement of business operation and;

- (b) Exemptions or reliefs from customs duty or other internal taxes or both on machineries, equipment, instruments, machinery components, spare parts, construction materials unavailable locally, and materials used in the business, which are imported as they are actually required, during the construction period or during the preparatory period of the investment business;
- (c) Exemptions or reliefs from the customs duty or other internal taxes or both on the importation of the raw materials and partially manufactured goods conducted by an export-oriented investment business for the purposes of the manufacture of products for export;
- (d) Reimbursement of customs duty or other internal taxes or both on imported raw materials and partially manufactured goods which are used to manufacture products for export;
- (e) If the volume of investment is increased with the approval of the Commission and the original investment business is expanded during the permitted period of investment, exemption or relief from the customs duty or other internal taxes or both on machineries, equipment, instruments, machinery components, spare parts, materials used in the business, and construction materials unavailable locally, which are imported as they are actually required for use in the business which is being expanded as such;
- (f) Exemption or relief from income tax if the profit obtained from the investment business that has obtained a permit or an endorsement is reinvested in such investment business or in any similar type of investment business within one year;
- (g) Right to depreciation for the purpose of income tax assessment, after computing such depreciation from the year of commencement of commercial operation based on a depreciation rate which is less than the stipulated lifetime of the machinery, equipment, building or capital assets used in the investment; and
- (h) Right to deduct expenses which are incurred for the research and development relating to the investment businesses carried out within the Union and actually required for the economic development of the Union from the assessable income.

Note: The applicant must specify precise tax incentives applied for.

6. If the investor apply for tax incentive under section 75(a), please state the Zone in accordance rule 83 or the Zone in which more than 65% of the value of the investment is invested or carried out in accordance with rule 96.

The investment location is situated at Plots No. 20 & 21 and the parcel of land adjoining plots No. 21 and 22, Yangon Region, Thilawa Port Area and it falls under Zone (2) as prescribed under Notification No. 10/2017.

7. If the investor apply for tax incentive under section 77(a) and (d), please fill the information in schedule (1). **Please refer to schedule (1).**
8. If the investor apply for tax incentive under section 77(b), please state the following information and fill in schedule (2): **Please refer to schedule (2).**
- (a) an expected amount as per year to be earned from the investment: *US\$ 44,010 (Please refer to Annex XXIII– Projected Income Statement and Calculation of Payback Period.)*
 - (b) Foreign Currency from export as per year: *Current business plan is for local service only. Not Applicable*
9. If the investor apply for tax incentive under section 78(a), please state the following information in accordance with rule 99: *WMLL will apply for Tax Incentive under section 78(a) as and when there are profits to be reinvested.*

(a) Please describe, which financial year the profits reinvested are earning by the investor.

(b) Please describe which financial year the profits are reinvested by the investor.

(c) *Please describe the amount of reinvestment.*

10. If the investor apply for tax incentive under section 78(b), please describe the following information:

(a) Provide the depreciation schedule of assets for which the depreciation rate is to be adjusted, showing both the depreciation at the standard rate and at a rate of 1.5 times the depreciation rate permitted under the relevant laws of the Union.

Not Applicable

(b) Has the investor separately applied for or obtained an adjustment to the depreciation rate from the relevant authority. *No.*

11. If the investor apply for tax incentive under section 78(c), provide an itemized list of actual research and development expenses for the current financial year. *WMLL will apply for Tax Incentive under section 78(c) as and when expenses for research and development are incurred.*

Signature-----

Name of Investor: *Wilmar Investment Holdings Pte. Ltd. represented by Mr. Thomas Joseph Lim Kim Guan (Lin Qinyuan)*

Designation: Director

Department/

Company (Seal/ Stamp)

SCHEDULE (1) - LIST OF PRODUCTION EQUIPMENTS NEEDED

NO.	LIST OF ITEM	HS CODE (WITH FOUR DIGIT)	UNIT	QUANTITY	UNIT PRICE (USD)	TOTAL VALUE	SOURCE	
							LOCAL	IMPORT
	1	2	3	4	5	6	7	8
	Construction Material							
1	Pile Dia 400	6908	M'	29,340.00	40.00	1,173,600.00		Import
2	Reinforced round bar	7221	Kg	181,000.00	0.50	90,500.00		Import
3	Wire Mesh	7223	M2	3,000.00	3.00	9,000.00		Import
4	Steel Structure	9406 , 7308	Kg	289,000.00	0.80	231,200.00		Import
5	Plate steel	7219	Kg	999,100.00	0.80	799,280.00		Import
6	Stainless plate	7222	Kg	22,600.00	3.50	79,100.00		Import

7	Steel Pipe	7306	Kg	215,000.00	1.00	215,000.00		Import
8	Stainless steel pipe	7306	Kg	20,370.00	3.00	61,110.00		Import
9	Bolt and nuts	7318	Kg	1,500.00	1.50	2,250.00		Import
10	Valve,Fitting and Accessories	7307	lot	1.00	65,000.00	65,000.00		Import
11	Painting	2714	Ltr	9,200.00	5.50	50,600.00		Import
12	Welding materials	8311	Kg	18,408.00	5.00	92,040.00		Import
Machinery and Equipment								
1	Oil transfer pumps	8413	Units	2	10,500.00	21,000.00		Import
2	Air Receiver Tank	8414	Units	2	35,000.00	70,000.00		Import
3	Air Compressor	8414	Units	2	75,000.00	150,000.00		Import
4	Two Ways Pillar Fire Hydrant 2-1/2" BS-336 Instantaneous Female Coupling	8303, 7307	Units	6	1,250.00	7,500.00		Import

5	Fire Hose Cabinet (825mmx 765mm x 375mm), including	8201	Units	6	1,000.00	6,000.00		Import
6	Pipe, fittings & level indicators (for 6" carbon steel pipes)	7306, 7307	Lot	1	30,000.00	30,000.00		Import
7	Water Monitor	9027	Units	4	400.00	1,600.00		Import
8	Level indicators	9027	Nos	21	90.00	1,890.00		Import
9	Agitators c/w electric motors	8509	Lot	1	75,000.00	75,000.00		Import
10	Load cells	8423	Sets	6	7,500.00	45,000.00		Import
11	Nitrogen blanketing system	8474	Lot	1	163,460.00	163,460.00		Import
12	Heating System	8474	Lot	1	65,000.00	65,000.00		Import
13	Instrumentations	8474	Lot	1	180,000.00	180,000.00		Import
Total	25					3,685,130		

Note: Please specify the brand new item or reconditioned item.

SCHEDULE (2) - LIST OF PRDUCTION INPUT NEEDED

NO.	LIST OF ITEM	HS CODE (WITH FOUR DIGIT)	UNIT	UNIT PRICE(USD)	ANNUAL NEEDS				OTHER
					LOCAL		IMPORT		
					QUANTITY	TOTAL VALUE (USD)	QUANTITY	TOTAL VALUE (USD)	
	1	2	3	4	5	6	7	8	9
	TOTAL								

အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

သို့.

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်

ရက်စွဲ၊ ၂၀ ခုနှစ်၊ လ၊ ရက်

အကြောင်းအရာ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရအခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့် လျှောက်ထားခြင်း

ကျွန်တော်/ကျွန်မသည်မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ ၇၄ အရအခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်များခံစားခွင့်ရရှိရေးအတွက်အောက်ဖော်ပြပါအချက်များအားဖြည့်စွက်၍လျှောက်ထားအပ်ပါသည်။

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည်

(၁) Mr. Thomas Joseph Lim Kim Guan (Lin Qinyuan) မှ ကိုယ်စားပြုသော Wilmar Investment Holdings Pte. Ltd. (“WIH”)

(၂) ဦးမြင့်မော် မှကိုယ်စားပြု သော Value Supplies Company Limited (“Value Supplies”)

(ခ) ကုမ္ပဏီအမည်

Wilmar Myanmar Logistics Limited

(ဂ) လုပ်ငန်းအမျိုးအစား

စားသုံးဆီများ နှင့် ၎င်း၏ ဆက်စပ် ထုတ်ကုန်များအတွက် သိုလှောင်ကန်များ၊ ပို့ဆောင်သယ်ယူရန် သိုလှောင်ရုံများ၊ ကုန်စည်သိုလှောင်ရုံများ နှင့် အခြားသော သိုလှောင်မှုအထောက်အပံ့များကို ဆောက်လုပ်ခြင်းနှင့် လုပ်ငန်းလည်ပတ်ခြင်း။

(ဃ) ခွင့်ပြုမိန့်အမှတ်သို့မဟုတ်အတည်ပြုမိန့်အမှတ်(လျှောက်ထားဆဲဖြစ်ပါကလျှောက်ထားဆဲ ဖြစ်ကြောင်းဖော်ပြရန်)

အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားချက်နှင့်အတူမြန်မာနိုင်ငံရင်းနှီးမြှုပ် နှံမှုကော်မရှင်၏ခွင့်ပြုမိန့်အားလျှောက်ထားဆဲဖြစ်ပါသည်။

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင်လျှောက်ထားခြင်းမဟုတ်ပါကလျှောက်ထားသူ၏

(က) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည်သက်ဆိုင်မှု

သက်ဆိုင်မှု မရှိပါ။

- (ခ) နိုင်ငံသားစိစစ်ရေးကတ်/နိုင်ငံကူးလက်မှတ်အမှတ်

သက်ဆိုင်မှု မရှိပါ။

- ၃။ တည်ဆောက်မှုကာလ/ပြင်ဆင်မှုကာလ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ခွင့်ပြုမိန့်၊ ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန မှ ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်နှင့် လုပ်ငန်းဆောင်ရွက်ခွင့် ထုတ်ပေးပြီး နှင့် တည်ဆောက်မှုစတင်ရန် သက်ဆိုင်ရာလိုင်စင်များရရှိပြီး ၁၂ လအတွင်း

- ၄။ စီးပွားဖြစ်စတင်ဆောင်ရွက်သည့်နေ့.

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုနည်းဥပဒေပုဒ်မ၁၄၅အရတည်ဆောက်မှုကာလပြီးဆုံးပြီးနောက်ရက်ပေါင်း (၃၀) အတွင်း

- ၅။ အောက်ပါအခွန်ကင်းလွတ်ခွင့်သို့မဟုတ်သက်သာခွင့်ကိုခံစားခွင့်ပြုနိုင်ပါရန်လျှောက်ထားအပ်ပါသည် -

- (က) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၇၅(က)ပါ ကင်းလွတ်ခွင့်သို့မဟုတ်သက်သာခွင့်

အဆိုပြုသည့်ရင်းနှီးမြှုပ်နှံမှုသည်အမိန့်ကြော်ငြာစာအမှတ် ၁၃/၂၀၁၇ ၏အမှတ်စဉ် ၄-၁၀ အရဖော်ပြထားသောဦးစားပေးမြှင့်တင်မည့် ရင်းနှီးမြှုပ်နှံမှုကဏ္ဍတွင်ပါဝင်ပြီး ရင်းနှီးမြှုပ်နှံမှုအား အမိန့်ကြော်ငြာစာအမှတ် ၁၀/၂၀၁၇အရသတ်မှတ်ထားသောဇုန် (၂) တွင်လုပ်ကိုင်မည်ဖြစ်သောကြောင့်၀၀၄ခွန်ကင်းလွတ်ခွင့်နှင့်ပတ်သက်၍ရင်းနှီးမြှုပ်နှံသူများအားစီးပွားဖြစ်စတင် သောနှစ် အပါအဝင်တစ်ဆက်တည်း (၅) နှစ်အထိ။

- (ခ) ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းတည်ဆောင်မှုကာလသို့မဟုတ် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းပြင်ဆင်မှုကာလအတွင်းအမှန်တကယ်လိုအပ်၍တင်သွင်းသောစက်ပစ္စည်းများ၊ အသုံးအဆောင်တန်ဆာပလာများ၊ စက်ကိရိယာအစိတ်အပိုင်းများ၊ စက်အရန် ပစ္စည်းများ၊ ပြည်တွင်း၌ဝယ်ယူရရှိနိုင်ခြင်းမရှိသော တည်ဆောက်ရေးပစ္စည်းများ၊ လုပ်ငန်းသုံး ပစ္စည်းများအပေါ်တွင် အကောက်ခွန်ဖြစ်စေ၊ အခြားပြည်တွင်းအခွန်အကောက်များဖြစ်စေ၊ နှစ်မျိုးလုံးကိုဖြစ်စေကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်။

- (ဂ) ပြည်ပသို့ ရာခိုင်နှုန်းပြည့်တင်ပို့ သည့်ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းများက ပို့ကုန်လုပ်ရန်အတွက်တင်သွင်းသောကုန်ကြမ်းပစ္စည်းများ၊ တစ်ပိုင်းတစ်စထုတ်လုပ်ပြီးသော ကုန်ပစ္စည်းများအပေါ်တွင်အကောက်ခွန်ဖြစ်စေ၊ အခြားပြည်တွင်း အခွန်အကောက်များဖြစ်စေ၊ နှစ်မျိုးလုံးကိုဖြစ်စေကင်းလွတ်ခွင့် သို့မဟုတ်သက်သာခွင့်။

- (ဃ) ပြည်ပမှ ကုန်ကြမ်းပစ္စည်းများ နှင့် တစ်စိတ်တစ်ပိုင်းထုတ်လုပ်ပြီးသောပစ္စည်းများ၊ တင်သွင်းပြီး ပြည်တွင်း၌ကုန်ပစ္စည်းထုတ်လုပ်ကာပြည်ပသို့ ပြန်လည်တင်ပို့ခဲ့လျှင် တင်ပို့သည့် ကုန်ပစ္စည်းပမာဏအတွက် ပြည်ပမှတင်သွင်းခဲ့သောကုန်ကြမ်းပစ္စည်းများ နှင့် တစ်စိတ်တစ်ပိုင်းထုတ်လုပ်ပြီးသောပစ္စည်းများအပေါ်တွင်အကောက်ခံခဲ့သောအကောက်ခွန်ဖြစ်စေ၊ အခြားပြည်တွင်းအခွန်အကောက်များဖြစ်စေ၊ နှစ်မျိုးလုံးကိုဖြစ်စေပြန်လည်ထုတ်ပေးခွင့်။

- (င) ကော်မရှင်၏ ခွင့်ပြုချက်ဖြင့်ရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်းပမာဏတိုးမြှင့်ပြီးမူလရင်းနှီးမြှုပ်နှံသည့် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအားခွင့်ပြုထားသည့်သက်တမ်းကာလအတွင်းတို့ ချဲ့လုပ်ကိုင်ပါကယင်း

သို့တိုးချဲ့သည့် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအတွက် အမှန်တကယ်အသုံး ပြုရန်လိုအပ်၍တင်သွင်းသောစက်ပစ္စည်းများ၊ စက်ကိရိယာများ၊ အသုံးအဆောင်တန်ဆာပလာများ၊ စက်ကိရိယာအစိတ်အပိုင်းများ၊ စက်အရန် ပစ္စည်းများ၊ လုပ်ငန်းသုံးပစ္စည်းများ၊ ပြည်တွင်း ခွဲဝယ်ယူရရှိခြင်းမရှိသော တည်ဆောက်ရေးပစ္စည်းများအပေါ်တွင် အကောက်ခွန်ဖြစ်စေ၊ အခြားပြည်တွင်းအခွန်အကောက်များဖြစ်စေ၊ နှစ်မျိုးလုံးကိုဖြစ်စေပြန်လည်ထုတ်ပေးခွင့်။

- (စ) ခွင့်ပြုမိန့် သို့မဟုတ် အတည်ပြုမိန့် ရရှိထားသည့် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းမှ ရရှိသည့် အမြတ်ငွေကိုအဆိုပါရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းတွင်ဖြစ်စေ၊ ၎င်း၏အခြားအမျိုးအစား တူရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းတွင် ဖြစ်စေတစ်နှစ်အတွင်း၌ပြန်လည်ရင်းနှီးမြှုပ်နှံလိုလျှင် ထိုအမြတ်ငွေ အပေါ်တွင် ဝင်ငွေခွန် ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်။
- (ဆ) ဝင်ငွေခွန်စည်းကြပ်ရန်အလိုငှာ စက်ပစ္စည်း ၊ စက်ကိရိယာ၊ အဆောက်အအုံသို့မဟုတ်ရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်းသုံးအခြားမတည်ပစ္စည်းများအပေါ်တွင်သတ်မှတ်အချိန်ကာလထက်လျော့နည်းသောပစ္စည်းတန်ဖိုးလျော့တွက်နှုန်းထားဖြင့်စီးပွားဖြစ်စတင်သောနှစ်မှစတင်၍တွက်ချက်ခံစားခွင့်။
- (ဇ) နိုင်ငံတော်၏စီးပွားရေးဖွံ့ဖြိုးတိုးတက်ရန် အမှန်တကယ်လိုအပ်၍ နိုင်ငံတော်အတွင်းဆောက်ရွက်သည့် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆိုင်ရာသုတေသန နှင့်ဖွံ့ဖြိုးရေးလုပ်ငန်းများအတွက်ကုန်ကျစရိတ်ကိုအခွန်စည်းကြပ်ထိုက်သောဝင်ငွေမှနုတ်ပယ်ခွင့်။

မှတ်ချက်။ မိမိလျှောက်ထားလိုသည့်ကင်းလွတ်ခွင့် နှင့် သက်သာခွင့်များကိုဖော်ပြရန်

၆။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မရ၅(က)ပါ ဝင်ငွေခွန် ကင်းလွတ်ခွင့်လျှောက်ထား မည်ဆိုပါက နည်းဥပဒေ ၈၃ နှင့်အညီလုပ်ငန်းဆောင်ရွက်နေသည့် ဇုန်နေရာသို့မဟုတ် နည်းဥပဒေ ၉၆ နှင့်အညီ တွက်ချက်ထား သောရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်းတန်ဖိုး ၆၅ ရာခိုင်နှုန်း အထက်အားရင်းနှီးမြှုပ်နှံထားသည့်သို့မဟုတ်လုပ်ငန်းဆောင်ရွက်နေသည့်ဇုန်နေရာကိုဖော်ပြပေးရန်။

ရင်းနှီးမြှုပ်နှံမည့်တည်နေရာသည်ရန်ကုန်တိုင်းဒေသကြီး၊ သီလဝါဆိပ်ကမ်းတွင်တည်ရှိသော မြေကွက်အမှတ် - ၂၀၊ ၂၁ နှင့် ၂၂ နှင့် ၂၂ တို့နှင့် ကပ်လျက် မြေကွက်လပ်ဖြစ်ပြီး၊ ယင်းတည်နေရာသည် အမိန့်ကြော်ငြာချက်အမှတ် ၁၀/၂၀၁၇ အရသတ်မှတ်ထားသောဇုန် (၂) တွင်ကျရောက်သည်။

၇။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ ၇၇(က) နှင့် (ဃ) ကိုလျှောက်ထားမည်ဆိုပါကနည်းဥပဒေ ၈၄ ပါ အချက်အလက်များကိုဇယား (၁) တွင်ဖြည့်စွက်ရန်။

ဇယား (၁) ကိုကြည့်ပါရန်၊

၈။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၇၇(ခ) အရအခွန်ကင်းလွတ်ခွင့်နှင့်သက်သာခွင့်လျှောက်ထားမည်ဆိုပါကဇယား(၂)နှင့်အောက်ပါအချက်အလက်များကိုဖော်ပြပေးအပ်ရန်-

ဇယား (၂) ကိုကြည့်ပါရန်၊

- (က) ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းမှရရှိမည့်တစ်နှစ်စာမျှော်မှန်းဝင်ငွေ
 ရင်းနှီးမြှုပ်နှံမှုမှရရှိမည့်တစ်နှစ်ခန့်မှန်းငွေပမာဏမှာအမေရိကန်ဒေါ်လာ ၄၄,၀၁၀ ဖြစ်ပါသည်။
 (Annex XXIII- Projected Income Statement and Calculation of Payback Period အား ကြည့်ရှုပါ။)

(ခ) ပို့ကုန်များမှရရှိသောတစ်နှစ်စာနိုင်ငံခြားငွေ

သက်ဆိုင်မှုမရှိပါ။

၉။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ ၇၈(က) အရအခွန်ကင်းလွတ်ခွင့် နှင့် သက်သာခွင့်လျှောက်ထားမည်ဆိုပါကနည်းဥပဒေ ၉၉ နှင့် အညီတစ်ဖက်ပါ အချက်အလက်များ ကိုဖော်ပြပေးအပ်ရန်-

(က) မည်သည့်ဘဏ္ဍာနှစ်တွင် ရှိခဲ့သည့်အမြတ်ငွေဖြစ်ကြောင်း ဖော်ပြရန်။

(ခ) မည်သည့်ဘဏ္ဍာနှစ်အတွက်ပြန်လည်ရင်းနှီးမြှုပ်နှံလိုကြောင်းဖော်ပြရန်။

(ဂ) ပြန်လည်ရင်းနှီးမြှုပ်နှံမည့်ပမာဏကို ဖော်ပြပေးရန်။

Wilmar Myanmar Logistics Limited သည် ရရှိလာသည့်အကျိုးအမြတ်များကိုပြန်လည်ရင်းနှီးမြှုပ်နှံမည်ဆိုပါက ပုဒ်မ ၇၈ (က)အရအခွန်ကင်းလွတ်ခွင့် နှင့်သက် သာခွင့်ကိုလျှောက်ထားသွားမည်ဖြစ်ပါသည်။

၁၀။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၈ (ခ) အရကင်းလွတ်ခွင့်နှင့်သက်သာခွင့်လျှောက်ထားမည်ဆိုပါကအောက်ပါအချက်အလက်များကိုဖော်ပြပေးအပ်ရန်-

(က) နိုင်ငံတော်၏သက်ဆိုင်ရာဥပဒေများအရခွင့်ပြုထားသည့် ပစ္စည်းတန်ဖိုးလျှော့တွက်နှုန်းထားနှင့် ၎င်းနှုန်းထား၏ ၁.၅ဆ နှင့်တူညီသည့်ပစ္စည်းတန်ဖိုးလျှော့တွက်နှုန်းထားတို့ကိုယှဉ်တွဲတွက်ချက်ဖော်ပြထားသည့်ပစ္စည်းတန်ဖိုးလျှော့တွက်နှုန်းထားတွက်ချက်မှုကိုပူးတွဲတင်ပြရန်။

သက်ဆိုင်မှုမရှိပါ။

(ခ) ရင်းနှီးမြှုပ်နှံသူသည် ပစ္စည်းတန်ဖိုးလျှော့တွက်နှုန်းထားကိုတွက်ချက် ခံစားခွင့်အတွက် အခြားသက်ဆိုင်ရာအစိုးရဌာန၊အစိုးရအဖွဲ့အစည်းထံသီးခြားလျှောက်ထားခြင်းသို့ဟုတ်ရရှိထားခြင်းရှိ။

မရှိပါ။

၁၁။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ ၇၈(ဂ)အရကင်းလွတ်ခွင့် နှင့် သက်သာခွင့်လျှောက်ထားမည်ဆိုပါကဘဏ္ဍာနှစ်အတွက်သုတေသနနှင့်ဖွံ့ဖြိုးရေးလုပ်ငန်းများ၏အမှန်တကယ်ကုန်ကျစရိတ်ကိုပူးတွဲတင်ပြရန်။

Wilmar Myanmar Logistics Limited သည် သုတေသနနှင့် ဖွံ့ဖြိုးရေးလုပ်ငန်း များအတွက်ကုန်ကျစရိတ်များရှိသည့်အခါတွင် ဥပဒေပုဒ်မ ၇၈(ဂ) အရအခွန်ကင်းလွတ်ခွင့် နှင့်သက်သာခွင့်ကိုလျှောက်ထားသွားပါမည်။

လျှောက်ထားသူ၏လက်မှတ်

အမည် *Mr. Thomas Joseph Lim Kim Guan (Lin Qinyuan)*

မှ ကိုယ်စားပြုသော *Wilmar Investment Holdings Pte. Ltd.*

ရာထူး Director

ဌာန/ကုမ္ပဏီတံဆိပ် *Wilmar Investment Holdings Pte.Ltd.*

ဇယား (၁) - ထုတ်လုပ်မှုအတွက် လိုအပ်သည့် ပစ္စည်းများစာရင်း

စဉ်	ပစ္စည်းအမျိုးအမည်	HS Code (ဂဏန်း ၄ လုံး ဖြင့်ဖော်ပြရန်)	ရေတွက်ပုံ	အရေအတွက်	တစ်ခုချင်းတန်ဖိုး	စုစုပေါင်းတန်ဖိုး	ပင်ရင်းနှီးငွေ	
							ပြည်တွင်း	ပြည်ပ
	၁	၂	၃	၄	၅	၆	၇	၈
	တည်ဆောက်ရေးပစ္စည်း							
၁	Pile Dia 400	၆၉၀၈	M'	၂၉,၃၄၀.၀၀	၄၀.၀၀	၁,၁၇၃,၆၀၀.၀၀		
၂	Reinforced round bar	၇၂၂၁	Kg	၁၈၁,၀၀၀.၀၀	၀.၅၀	၉၀,၅၀၀.၀၀		ပြည်ပ
၃	Wire Mesh	၇၂၂၃	M2	၃,၀၀၀.၀၀	၃.၀၀	၉,၀၀၀.၀၀		ပြည်ပ
၄	Steel Structure	၉၄၀၆ ,၇၃၀၈	Kg	၂၈၉,၀၀၀.၀၀	၀.၈၀	၂၃၁,၂၀၀.၀၀		ပြည်ပ
၅	Plate steel	၇၂၁၉	Kg	၉၉၉,၁၀၀.၀၀	၀.၈၀	၇၉၉,၂၈၀.၀၀		ပြည်ပ
၆	Stainless plate	၇၂၂၂	Kg	၂၂,၆၀၀.၀၀	၃.၅၀	၇၉,၁၀၀.၀၀		ပြည်ပ
၇	Steel Pipe	၇၃၀၆	Kg	၂၁၅,၀၀၀.၀၀	၁.၀၀	၂၁၅,၀၀၀.၀၀		ပြည်ပ

စ	Stainless steel pipe	ဂဉ်	Kg	၂၀,၃၇၀.၀၀	၃.၀၀	၆၁,၁၁၀.၀၀		ပြည်ပ
ဇ	Bolt and nuts	ဂဉ်	Kg	၁,၅၀၀.၀၀	၁.၅၀	၂,၂၅၀.၀၀		ပြည်ပ
ဘ	Valve, Fitting and Accessories	ဂဉ်	lot	၁.၀၀	၆၅,၀၀၀.၀၀	၆၅,၀၀၀.၀၀		ပြည်ပ
ဘ	Painting	၂၇၁၄	Ltr	၉,၂၀၀.၀၀	၅.၅၀	၅၀,၆၀၀.၀၀		ပြည်ပ
ဃ	Welding materials	စဉ်	Kg	၁၈,၄၀၈.၀၀	၅.၀၀	၉၉၂,၀၄၀.၀၀		ပြည်ပ
စက်ပစ္စည်း ကိရိယာတန်ဆာများ								ပြည်ပ
1	Oil transfer pumps	စဉ်	Units	၂	၁၀,၅၀၀.၀၀	၂၁,၀၀၀.၀၀		ပြည်ပ
2	Air Receiver Tank	စဉ်	Units	၂	၃၅၀၀၀.၀၀	၇၀,၀၀၀.၀၀		ပြည်ပ
3	Air Compressor	စဉ်	Units	၂	၇၅,၀၀၀.၀၀	၁၅၀,၀၀၀.၀၀		ပြည်ပ
4	Two Ways Pillar Fire Hydrant 2-1/2" BS-336 Instantaneous Female Coupling	စဉ်, ဂဉ်	Units	၆	၁,၂၅၀.၀၀	၇,၅၀၀.၀၀		ပြည်ပ
5	Fire Hose Cabinet (825mmx 765mm x 375mm), including Fire Hose, Jet Nozzle,	၈၂၁	Units	၆	၁,၀၀၀.၀၀	၆,၀၀၀.၀၀		ပြည်ပ

	Fireman Axe							
6	Pipe, fittings & level indicators (for 6" carbon steel pipes)	ဂျပန်, ဂျပန်	Lot	၁	၃၀,၀၀၀.၀၀	၃၀,၀၀၀.၀၀		ပြည်ပ
7	Water Monitor	ဇေယျာ	Units	၄	၄၀၀.၀၀	၁,၆၀၀.၀၀		ပြည်ပ
8	Level indicators	ဇေယျာ	Nos	၂၁	၉၀.၀၀	၁,၈၉၀.၀၀		ပြည်ပ
9	Agitators c/w electric motors	ဓမ္မဝဇ္ဇ	Lot	၁	၇,၅၀၀.၀၀	၇,၅၀၀.၀၀		ပြည်ပ
10	Load cells	ဓမ္မဥပ	Sets	၆	၇,၅၀၀.၀၀	၄၅,၀၀၀.၀၀		ပြည်ပ
11	Nitrogen blanketing system	ဓမ္မဥပ	Lot	၁	၁၆၃,၄၆၀.၀၀	၁၆၃,၄၆၀.၀၀		ပြည်ပ
12	Heating System	ဓမ္မဥပ	Lot	၁	၆၅,၀၀၀.၀၀	၆၅,၀၀၀.၀၀		ပြည်ပ
13	Instrumentations	ဓမ္မဥပ	Lot	၁	၁၈၀,၀၀၀.၀၀	၁၈၀,၀၀၀.၀၀		ပြည်ပ
စုစုပေါင်း ၂၅						၃,၆၈၅,၁၃၀	၁	၅၉

မှတ်ချက်။ Brand New/ Reconditrionedခွဲခြားဖော်ပြပေးရန်

ဇယား (၂) - ထုတ်လုပ်မှုအတွက် လိုအပ်သည့် သွင်းအားစုစာရင်း

စဉ်	ပစ္စည်းအမျိုးအမည်	HS Code (ဂဏန်း၄လုံး ဖြင့်ဖော်ပြရန်)	ရေတွက် ပုံ	တစ်ခုချင်းတန်ဖိုး (အမေရိကန်ဒေါ်လာ)	တစ်နှစ်အတွက် လိုအပ်မှု				အခြား
					ပြည်တွင်း		ပြည်ပ		
					အရေအတွက်	စုစုပေါင်း (အမေရိကန် ဒေါ်လာ)	အရေအတွက်	စုစုပေါင်း (အမေရိကန် ဒေါ်လာ)	
	၁	၂	၃	၄	၅	၆	၇	၈	၉

Annex XXII

Summary of Proposed Investment

Summary of Proposed Investment (Rule 38)

1. Please describe any other person who has a significant indirect interest in the investment.

(a) Please describe an Enterprise or individual who are entitled to possess more than 10% of the profit distribution:

through Wilmar Investment Holdings Pte. Ltd. ("WIH"):

(1) Name

Wilmar International Limited (being the ultimate holding company)

(2) Address

56 Neil Road, Singapore 088830

(3) Company Registration No.

199904785Z

(b) If there is directly participated Subsidiary in carrying out the proposed investment, please describe the name of that companies;

(1) Not Applicable

2. The principal location or locations of the investment

Plots No. 20 & 21 and the parcel of land adjoining plots No. 21 and 22, Yangon Region, Thilawa Port Area

3. A description of the sector in which the investment is to be made and the activities and operations to be conducted:

Construction and operation of storage tanks, terminals, warehouses and other storage facilities for edible oils and its related products

4. The proposed amount of the investment (in Kyat and US\$)

(a)	Amount /percentage of local capital to be contributed	USD 0.419820 million/Kyats 575,153,400
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(b)	Amount /percentage of foreign capital to be brought in	USD 1.67928 million/Kyats 2,300,613,600
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*Loan to be taken onshore (in equivalent Kyats) USD 4.8979 million/Kyats 6,710,123,000

Total	USD 6.997 million / Kyats 9,585,890,000
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Exchange Rate: USD 1 = Kyat 1,370

5. A description of the plan for the implementation of the investment including expected timeline:

(a) Construction or Preparatory Period (Describe MM/YY)

Twelve (12) months from the date of issuance of the MIC permit.

(b) Commercial Operation Date (Describe MM/YY)

Within 30 days after the end of Construction Period

6. Number of employees to be appointed:

(a) Local (28) number (100) %

(b) Foreign (Expert/Technicians) Not Applicable

7. Please specify the detailed list of foreign capital (Capital in-Cash and Capital in- Kinds) in Kyat and US\$:

(a) Capital in-cash to be brought in- 1.67928 million/Kyats 2,300,613,600

Exchange Rate: USD 1 = Kyat 1,370

(b) Capital in-kind to be brought in- Not Applicable

Note: The investor may request the Commission to refrain from publishing commercial-in-confidential information of its investment.

We request the Commission to refrain from publishing commercial-in-confidential information of our investment.

Undertaking

I/ We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief.

I/We fully understand that proposal may be denied or unnecessarily delayed if the applicant fails to provide required information to access by Commission for issuance of permit.

I/We hereby declare to strictly comply with terms and conditions set out by the Myanmar Investment Commission.

Signature of the applicant

Name: Mr. Thomas Joseph Lim Kim Guan
(Lin Qinyuan)

Title: Director

Department/ Company (Seal/Stamp)

Wilmar Investment Holdings Pte. Ltd.

Date:-----

Annex XXIII

Projected Income Statements and Calculation of Payback Period

Income Statement

	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063
	35	36	37	38	39	40	41	42	43	44	45	46
REVENUE	1,080,073	1,080,073	1,080,073	1,080,073	1,080,073	1,080,073	1,080,073	1,080,073	1,080,073	1,188,081	1,188,081	1,188,081
COST OF GOODS SOLD	551,801	553,278	554,771	556,278	557,801	559,339	560,892	562,461	564,045	592,647	594,264	595,896
GROSS PROFIT	528,273	526,795	525,302	523,795	522,272	520,734	519,181	517,612	516,028	595,433	593,817	592,184
S&D COST	10,801	10,801	10,801	10,801	10,801	10,801	10,801	10,801	10,801	11,881	11,881	11,881
G&A COST	42,426	42,850	43,278	43,711	44,148	44,590	45,036	45,486	45,941	46,400	46,864	47,333
EBITDA	475,046	473,144	471,223	469,283	467,323	465,344	463,345	461,326	459,286	537,152	535,072	532,971
AMORTIZATION	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940
DEPRECIATION	-	-	-	-	-	-	-	-	-	-	-	-
INTEREST COST	-	-	-	-	-	-	-	-	-	-	-	-
EBT	335,106	333,204	331,283	329,343	327,383	325,404	323,405	321,386	319,346	397,212	395,132	393,031
INCOME TAX (25%)	83,777	83,301	82,821	82,336	81,846	81,351	80,851	80,346	79,837	99,303	98,783	98,258
NET PROFIT/LOSS	251,330	249,903	248,462	247,007	245,537	244,053	242,553	241,039	239,510	297,909	296,349	294,773
CSR Contribution Budget of 1%	2,513	2,499	2,485	2,470	2,455	2,441	2,426	2,410	2,395	2,979	2,963	2,948

Income Statement

	2064	2065	2066	2067
	47	48	49	50
REVENUE	1,188,081	1,188,081	1,188,081	1,188,081
COST OF GOODS SOLD	597,545	599,210	600,892	602,591
GROSS PROFIT	590,536	588,870	587,189	585,490
S&D COST	11,881	11,881	11,881	11,881
G&A COST	47,806	48,284	48,767	49,255
EBITDA	530,849	528,705	526,540	524,354
AMORTIZATION	139,940	139,940	139,940	139,940
DEPRECIATION	-	-	-	-
INTEREST COST	-	-	-	-
EBT	390,909	388,765	386,600	384,414
INCOME TAX (25%)	97,727	97,191	96,650	96,104
NET PROFIT/LOSS	293,181	291,574	289,950	288,311
CSR Contribution Budget of 1%	2,932	2,916	2,900	2,883

Income Statement

	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051
	23	24	25	26	27	28	29	30	31	32	33	34
REVENUE	892,623	981,885	981,885	981,885	981,885	981,885	981,885	981,885	981,885	981,885	981,885	1,080,073
COST OF GOODS SOLD	488,305	511,932	513,257	514,594	515,946	517,310	518,689	520,081	521,487	522,907	524,342	550,337
GROSS PROFIT	404,318	469,953	468,628	467,290	465,939	464,574	463,196	461,804	460,398	458,978	457,543	529,736
S&D COST	8,926	9,819	9,819	9,819	9,819	9,819	9,819	9,819	9,819	9,819	9,819	10,801
G&A COST	37,651	38,027	38,407	38,792	39,179	39,571	39,967	40,367	40,770	41,178	41,590	42,006
EBITDA	357,741	422,107	420,402	418,680	416,941	415,184	413,410	411,618	409,809	407,981	406,135	476,929
AMORTIZATION	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940
DEPRECIATION	-	-	-	-	-	-	-	-	-	-	-	-
INTEREST COST	-	-	-	-	-	-	-	-	-	-	-	-
EBT	217,801	282,167	280,462	278,740	277,001	275,244	273,470	271,678	269,869	268,041	266,195	336,989
INCOME TAX (25%)	54,450	70,542	70,115	69,685	69,250	68,811	68,368	67,920	67,467	67,010	66,549	84,247
NET PROFIT/LOSS	163,351	211,625	210,346	209,055	207,751	206,433	205,103	203,759	202,401	201,031	199,646	252,742
CSR Contribution Budget of 1%	1,634	2,116	2,103	2,091	2,078	2,064	2,051	2,038	2,024	2,010	1,996	2,527

Income Statement

	-1	2016 0	2017 1	2018 2	2019 3	2020 4	2021 5	2022 6	2023 7	2024 8	2025 9	2026 10	2027
REVENUE		-	-	872,513	904,230	906,475	911,475	901,475	891,475	873,975	856,475	833,975	811,475
COST OF GOODS SOLD		-	-	457,493	466,476	468,101	470,426	469,012	467,608	464,341	461,084	456,589	452,105
GROSS PROFIT		-	-	415,020	437,754	438,374	441,049	432,463	423,867	409,634	395,391	377,386	359,370
S&D COST		-	-	8,725	9,042	9,065	9,115	9,015	8,915	8,740	8,565	8,340	8,115
G&A COST		-	-	30,248	30,551	30,856	31,165	31,477	31,791	32,109	32,430	32,755	33,082
EBITDA		-	-	376,046	398,161	398,452	400,769	391,972	383,161	368,785	354,396	336,292	318,173
AMORTIZATION		-	-	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940
DEPRECIATION		-	-	-	-	-	-	-	-	-	-	-	-
INTEREST COST		-	-	177,426	170,988	163,800	156,416	148,778	141,169	133,593	126,194	118,979	112,051
EBT		-	-	58,680	87,233	94,712	104,413	103,254	102,051	95,253	88,262	77,372	66,183
INCOME TAX (25%)		-	-	14,670	21,808	23,678	26,103	25,814	25,513	23,813	22,065	19,343	16,546
NET PROFIT/LOSS		-	-	44,010	65,425	71,034	78,310	77,441	76,539	71,440	66,196	58,029	49,637
CSR Contribution Budget of 1%		-	-	440	654	710	783	774	765	714	662	580	496

Payback Period	
Investment Cost (in USD)	6,997,000
Payback Period (in Years)	27 years and 2 months

Income Statement

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	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
	11	12	13	14	15	16	17	18	19	20	21	22
REVENUE	811,475	811,475	811,475	892,623	892,623	892,623	892,623	892,623	892,623	892,623	892,623	892,623
COST OF GOODS SOLD	453,257	454,421	455,596	477,071	478,270	479,481	480,704	481,940	483,187	484,448	485,721	487,006
GROSS PROFIT	358,218	357,054	355,879	415,552	414,353	413,142	411,918	410,683	409,435	408,175	406,902	405,616
S&D COST	8,115	8,115	8,115	8,926	8,926	8,926	8,926	8,926	8,926	8,926	8,926	8,926
G&A COST	33,413	33,747	34,085	34,426	34,770	35,117	35,469	35,823	36,182	36,543	36,909	37,278
EBITDA	316,690	315,192	313,679	372,200	370,657	369,098	367,524	365,933	364,327	362,705	361,067	359,412
AMORTIZATION	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940	139,940
DEPRECIATION	-	-	-	-	-	-	-	-	-	-	-	-
INTEREST COST	105,415	98,645	91,736	84,686	75,914	66,952	-	-	-	-	-	-
EBT	71,335	76,607	82,003	147,575	154,803	162,206	227,584	225,993	224,387	222,765	221,127	219,472
INCOME TAX (25%)	17,834	19,152	20,501	36,894	38,701	40,551	56,896	56,498	56,097	55,691	55,282	54,868
NET PROFIT/LOSS	53,501	57,455	61,502	110,681	116,102	121,654	170,688	169,495	168,290	167,074	165,845	164,604
CSR Contribution Budget of 1%	535	575	615	1,107	1,161	1,217	1,707	1,695	1,683	1,671	1,658	1,646